AGENDA

July 7, 2021
VIDEO

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

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

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

Audio/Visual Presentations - If making a presentation regarding an agenda item, audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Previous Meetings

Memo from Assistant City Clerk Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve the minutes of the May 19, 2021 City Council, Housing Authority and Housing Authority Successor Agency meeting; the June 1, 2021 City Council Budget Workshop; and the June 2, 2021 City Council and Housing Authority meeting.

CC #: 1567

File #: 0102-03

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. Fire System Services - Contract Purchase Agreement Amendment

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-304 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA BUILDING SYSTEMS INC., A LOW VOLTAGE INTEGRATOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000802). Staff is requesting approval of an amendment to the original contract purchase agreement to add $40,000 to the previously approved $80,000 contract amount raising the not-to-exceed contract amount to $120,000. Funding already exists in the approved FY2020-21 Building Maintenance, Facility Rehabilitation, Environmental Utilities, Electric, and Parks

Maintenance budgets.

CC #: 1582

File #: 0203-04

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

6.3. Hazardous & Non-Hazardous Waste Disposal - Contract Purchase Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-299 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FREMOUW ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001218). This item requests approval of a contract purchase agreement with Fremouw Environmental Services, Inc. to provide hazardous and non-hazardous waste disposal for Roseville Energy Park and Roseville Power Plant #2. The total cost of the service is not to exceed $2,000,000 over five years, based on an average annual cost of $400,000 per year. Funding is included in the Electric Generation budget for FY2021-22 and will continue to be included in future year budgets for the term of the agreement.

CC #: 1577

File #: 0800-03

CONTACT: Matt Garner 916-746-1691 mgarner@roseville.ca.us

6.4. Sodium Hypochlorite (BACC 13-2021) - Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-295 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLIN CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001210). Staff recommends approval of a contract purchase agreement with Olin Corporation as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 13-2021 for the supply and delivery of 12.5% sodium hypochlorite for the Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, Roseville Energy Park, and the Roseville Aquatics Complex. The annual cost is $297,000 and funding is included in the Environmental Utilities, Electric, and Parks, Recreation and Libraries Departments' proposed FY2021-22 budgets.

CC #: 1571

File #: 0203-03

CONTACT: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

6.5. Sodium Hydroxide Solution (BACC 12-2021) - Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-294 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVAR SOLUTIONS USA INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT

ON BEHALF OF THE CITY OF ROSEVILLE (3001229). Staff requests approval of a contract purchase agreement with Univar USA Inc. as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 12-2021 for the supply and delivery of sodium hydroxide solution for the Dry Creek Wastewater Treatment Plant, Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, and the Roseville Energy Park. The annual cost is $1,041,000, and funding is included in the FY2021-22 budgets for the Environmental Utilities and Electric Departments.

CC #: 1570

File #: 0203-03

CONTACT: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

6.6. LED Acorn Decorative Street Light and Retrofit Assemblies (RFQ 10-3302) – Purchase Orders

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-288 APPROVING A PURCHASE ORDER FOR RESIDENTIAL AND COLLECTOR LIGHTS; and adopt RESOLUTION NO. 21-289 APPROVING A PURCHASE ORDER FOR RESIDENTIAL AND COLLECTOR RETROFIT ASSEMBLIES. Staff requests approval of purchase orders issued on an as-needed basis to J A Momaney Services, Inc. dba JAM Services as the lowest responsive and responsible bid received for Residential and Collector Lights, and Omega Pacific Electrical Supply as the lowest responsive and responsible bid received for Residential and Collector Retrofit Assemblies in response to Request for Quotes No. 10-3302. The decorative street light and retrofit assemblies are used by the Roseville Electric Utility for new development construction and replacement of aged and failed equipment. Funding is included in the Electric Department's Contribution in Aid of Construction Capital Improvement Project budget and in the Electric Department's Electric Construction and Maintenance budget for replacement of aged and failed equipment with spending contingent upon Council approval of budgets for the optional renewal years.

CC #: 1564

File #: 0203-07

CONTACT: Sue Jessup 916-746-1702 sjessup@roseville.ca.us

6.7. Decorative Street Light Poles and Bases (RFQ 10-3304) – Purchase Order

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION 21-285 APPROVING A PURCHASE ORDER FOR DECORATIVE STREET LIGHT POLES AND BASES. Staff requests approval of purchase orders issued on an as-needed basis to AZCO Supply, Inc. as the lowest responsive and responsible bid received for decorative street light poles and bases in response to RFQ 10-3304. The Roseville Electric Utility uses decorative street light poles and bases for new development and replacement of aged and failed equipment. The estimated annual spend for the poles and bases is $1,000,000 for the initial FY2021-22 and the four optional renewal years. Funding is included in the Electric Department's Contribution in Aid of Construction Capital Improvement project

budget for new construction and the Electric Utility's maintenance budget to replace aged and failed equipment with spending contingent upon Council approval of appropriations for the optional renewal years.

CC #: 1558

File #: 0203-07

CONTACT: Sue Jessup 916-746-1702 sjessup@roseville.ca.us

Resolutions

6.8. Western Area Power Administration - Letter of Agreement Update

Memo from Electric Compliance Analyst Julie Manfredi and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-300 APPROVING THE UPDATE TO LETTER OF AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION AND AUTHORIZING THE CITY MANAGER OR ELECTRIC UTILITY DIRECTOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of The Update to Letter of Agreement 18-SNR-02164 with the Western Area Power Administration which will enable Roseville Electric Utility to define responsibilities under the Contract for Interconnection 04-SNR-00850 related to specific North American Electric Reliability Corporation Reliability Standards. Funding for the additional $400 per year is included in the Electric Department's budget.

CC #: 1578

File #: 0800-03

CONTACT: Julie Manfredi 916-774-5674 jmanfredi@roseville.ca.us

6.9. F-51 School/Park - Master Plan Approval and Professional Design Services Agreement

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-303 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VERDE DESIGN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Master Plan and a professional design services agreement with Verde Design, Inc. in the amount of $166,214 and authorization of staff to approve change order requests in an amount not to exceed 10% of the contract amount. The cost for the construction of the park is approximately $2,000,000. This budget includes permitting, inspections and construction. Funding for the construction of this park is included in the FY2021-22 Capital Improvement Program budget. Maintenance costs are estimated at approximately $14,000/acre/year. The funding source for maintenance is provided through the Westbrook Community Facilities District for Service.

CC #: 1581

File #: 0704-01-01

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

6.10. West Roseville Soccer Complex - Professional Design Services Agreement

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-298 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT FOR THE WEST ROSEVILLE SOCCER COMPLEX WITH VERDE DESIGN, INC. AND ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT. Staff requests approval of a Professional Design Services Agreement with Verde Design, Inc. The West Roseville Soccer Complex is located off of Westbrook Boulevard just south of Blue Oaks Boulevard. This 25-acre park site, combined with a smaller 10-acre park site immediately to the north, is intended to be developed as a regional soccer complex. The base work is a not-to-exceed fee of $796,245 and includes reimbursables. In addition to the base services, an optional service for development of a business plan/analysis for an additional $30,000 is included in the agreement. The total cost of this agreement is $826,245. Work performed under this professional design agreement will be paid using West Roseville City-wide park funds previously allocated toward this capital improvement project.

CC #: 1576

File #: 0704

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

6.11. Creekview Phase 2 Village 12 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-286 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 2 Village 12 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 95 residential lots and 3 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1560

File #: 0400-04-13-1 & 0400-07

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

6.12. Creekview Phase 2 Village 25 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-287 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE; and approve the Creekview Phase 2 Village 25 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 62 residential lots and 2 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1561

File #: 0400-04-13-1 & 0400-07

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

6.13. Sierra Vista Phase 1A Infrastructure Baseline Road STA 908+50.00 To STA 999+87.94 - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-293 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA PHASE 1A INFRASTRUCTURE BASELINE ROAD STA 908+50.00 TO STA 999+87.94 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 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 #: 1569

File #: 0400-04-12-1

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

6.14. Sierra Vista Village JM-20 - Phase 3.1B - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-296 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-20 - Phase 3.1B final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 39 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1574

File #: 0400-04-12-1 & 0400-07

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

6.15. On-Call Accela Support Services - Professional Services Agreement

Memo from Management Analyst Brandy LeBeau and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO.

21-301 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRUEPOINT SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a sole source professional services agreement with TruePoint Solutions to perform consulting services in support of the City's enterprise permitting system, Accela Automation. The value of this service agreement for FY2021-22 is not to exceed $240,000. The cost of ongoing maintenance associated with the enterprise permitting system is supported entirely by development through permit fees, resulting in no impact to the General Fund. Funding for FY2021-22 is in the department's approved budget for the next fiscal year.

CC #: 1580

File #: 0203-06

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

6.16. On-Call Hydrologic Services - Professional Services Agreement Amendment

Memo from Hydrogeologist Trevor Joseph and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLTUION NO. 21-305 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests a third amendment to GEI Consultant's professional services agreement for on-call hydrologic services in the amount of $76,500 to support the Environmental Utilities Department (EU). This amount brings the total not-to-exceed amount to $1,519,045. Funding for this support is from the Water Operations Fund within the EU Department, which is funded by Water Utility rate revenue.

CC #: 1583

File #: 0800-02

CONTACT: Trevor Joseph 916-746-1708 tjoseph@roseville.ca.us

6.17. Federal Advocacy Services - Professional Services Agreement

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan MacPherson Scheid recommending the City Council adopt RESOLUTION NO. 21-291 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement for federal advocacy services with The Ferguson Group. The total annual cost for the professional services is $90,600, and this amount is included in the FY2021-22 Communications and Public Affairs' budget.

CC #: 1562

File #: 0114

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

6.18. Civic Center Carpet Replacement Project - Notice of Completion

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-290 ACCEPTING THE PUBLIC WORK KNOWN AS THE CIVIC CENTER CARPET REPLACEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the Civic Center Carpet Replacement project as complete. The total cost of the project was $233,101. The project was funded out of the approved FY2020-21 Civic Center Carpet Replacement budget.

CC #: 1565

File #: 0203-04

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

6.19. Fire Station 6 Exterior Damage Repair Project - Notice of Completion

Memo from Office Assistant Dawn Howard and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-292 ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION 6 EXTERIOR DAMAGE REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION," AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the Fire Station 6 Exterior Damage Repair project as complete. The total cost of the project was $76,765. This project was paid out of the approved FY2020-21 Fire Station Facilities budget, and an insurance claim is pending.

CC #: 1566

File #: 0900-05

CONTACT: Dawn Howard 916-774-5744 dhoward@roseville.ca.us

6.20. Sierra Vista Specific Plan Parcel DF-20 - Affordable Purchase Housing Agreement

Memo from Housing Analyst Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-301 APPROVING AN AFFORDABLE PURCHASE HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DF PROPERTIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an Affordable Purchase Housing Agreement (APHA) with DF Properties, Inc., developers of Sierra Vista Specific Plan DF-20, who is required to enter into an APHA with the City to implement the affordable housing obligations for the parcel. In accordance with the City's General Plan requirements, the developer will build four (4) of the subdivision's one hundred and three (103) homes as affordable purchase units available to middle income buyers. The subsidies for the program are funded by the developer and do not impact the General Fund.

CC #: 1579

File #: 0709-03-01
CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

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

6.21. City Council and Housing Authority - Emergency Housing Voucher Program Approval and Budget Adjustments

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 8-21 APPROVING AN EMERGENCY HOUSING VOUCHER PROGRAM AND ADOPTING THE PROPOSED AMENDMENTS TO THE ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN; and adopt REOLUTION NO. 9-21 APPROVING A BUDGET ADJUSTMENT FOR FISCAL YEAR 2021-22; and adopt ORDINANCE NO. 6378 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of HUD's new Emergency Housing Voucher Program (EHV) to benefit homeless residents. Two budget adjustments are required to facilitate this action; a resolution to approve the increased costs in the amount of $685,969 to fund the program and an ordinance to reduce the General Fund costs in the amount of $43,173 as these will be reimbursed by the Housing Authority's EHV program. The Emergency Housing Voucher program will not create additional costs to the City's General Fund.

CC #: 1586

File #: 0709-02-01 & 0201-01

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

6.22. City Council and Housing Authority - Limited Term Housing Analyst - Budget Adjustment

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 7-21 APPROVING A BUDGET ADJUSTMENT FOR FY2021-22; and adopt ORDINANCE NO. 6377 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of two budget adjustments for a new limited-term Housing Analyst position. The first adjustment, by Resolution, increases the Housing Authority budget in the amount of $67,221 to fund the limited-term Analyst. This position will assist with current programs to further affordable housing for Roseville residents, including future state and federal grant opportunities. The second adjustment, by Ordinance, increases the General Fund for this position (salary with benefits) and then credits the General Fund in an equal amount, and increases the Housing Trust Fund, the Affordable Housing Fund, and the HOME Investment Partnerships Program fund for a total of

$59,752. The limited-term Housing Analyst position will not create additional costs to the City's General Fund.

CC #: 1585

File #: 0103-03-02 & 0201-01

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Reports / Requests

6.23. Cokeva Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Cokeva Parcel Map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create 7 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 1559

File #: 0400-04-18-1 & 0400-07

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

6.24. Council Strategic Plan Update Fiscal Years 2021-2024

Memo from Deputy City Manager Megan MacPherson Scheid and City Manager Dominick Casey recommending the City Council approve the results of the April 2021 City Council Goals Workshop. The City Council held a public workshop to set the long-term vision for the City and its top priorities for FY2021-24, with the intent to hold an annual update workshop each year. The results of the April 29 annual priorities update workshop are being brought forward to Council for approval to be incorporated into the four-year strategic plan.

CC #: 1573

File #: 0102-02

CONTACT: Megan Scheid 916-774-5455 mscheid@roseville.ca.us

Ceremonial Documents

6.25. Resolution - Melissa Hagan

Commend Melissa Hagan for 20 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1568

File #: 0102-10

CONTACT: Blair Hutchison 916-775-5266 bmhutchison@roseville.ca.us

6.26. Proclamation - Parks and Recreation Month

Proclaim July 2021, as PARKS AND RECREATION MONTH and encourage all residents to celebrate Parks and Recreation Month.

CC #: 1590

File #: 0102-06

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Roseville Police Department Body Worn and Dash Cameras - Master Equipment Agreement

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 21-306 APPROVING A MASTER EQUIPMENT AGREEMENT, BY AND BETWEEN LENSLOCK, INC, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a Master Equipment Agreement with LensLock, Inc. to support the Body Worn Camera program for use by the Roseville Police Department. The total for each year is $150,680.40 plus 2.9% interest. The total amount of the 5-year agreement is $753,402.25. Funds for this purchase are included in the Police Department's FY2021-22 budget.

CC #: 1584

File #: 0323-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

7.2. Villages at Sierra Vista Community Facilities District No. 1, Series 2021 - Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-297 A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENT NO. 2 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Villages at Sierra Vista Community Facilities District No. 1 Series 2021 Bonds are being issued at the developer's request, in an amount not to exceed $11,500,000 to: (1) construct and acquire certain public facilities of benefit to the Community Facilities District (CFD); (2) establish a debt service reserve fund for the 2021 Bonds; and (3) pay the costs of issuing the 2021 bonds. The 2021 bonds are the third series of bonds being issued for this CFD. The CFD generates special taxes paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

CC #: 1575

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

8. APPOINTMENTS

8.1. Board and Commissions Bi-Annual Vacancies

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint one (1) individual to the Design Committee to a term expiring June 30, 2025 from the applications received from: Nicolas Bumb, Rex Clark, Anna Higgins, and John Fabrocini; appoint three (3) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2023 from the applications received from: Andrew Boren, Joshua Emerson, Anthony Hill, Michael Lavia, Jeff Richardson, Cheri Sillivan, Michael Tronnes, Maria Vallejo, and Audrey Young; appoint two (2) individuals to the Grants Advisory Commission to terms expiring June 30, 2025 from the applications received from: Sagan Bachtold, Ellaison Carroll, Joshua Emerson, Christopher Kight, Vanessa Reed, and Ellen Debach-Riley; appoint two (2) individuals to the Planning Commission to terms expiring June 30, 2025 from the applications received from: Edward Bielski, Andrew Boren, Nicolas Bumb, Corey Eames, John Fabrocini, Clifford Haggenjos Jr., Anna Higgins, Stephanie Hill, Nancy Huff, Tracy Librea Covington, Rosamaria Marrujo, Ellen Debach-Riley, Michael Tronnes, Maria Vallejo, and Audrey Young; appoint three (3) individuals to the Public Utilities Commission to terms expiring June 30, 2025 from the applications received from: Edward Bielski, Richard DeMarchi, and James Knox.

CC #: 1572

File #: 0103 & 0103-07-02 & & 0103-08-02 & 0103-09-02 & 0103-34-02 & 0103-44-02

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. West Roseville Specific Plan - PCL F-25 & F-26, Fiddyment Bungalows - Design Review Permit

Memo from Assistant Planner Sean Morales and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-307 DENYING THE APPEAL OF THE MAY 13, 2021 APPROVAL BY PLANNING COMMISION, ADOPTING THE FOUR FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT SUBJECT TO SEVENTY-EIGHT CONDITIONS OF APPROVAL. These actions will uphold the Planning Commission's May 13, 2021 approval of the Fiddyment Bungalows project (File # PL20-0258). The applicant requests approval of a Design Review Permit to allow construction of a total of 189 rental multi-family dwelling units on two parcels, West Roseville Specific Plan Parcels F-25 and F-26. The project also includes clubhouse/leasing, fitness, and pool buildings, outdoor play areas, and associated landscape, lighting, and parking. The development of the site with residential uses will not result in negative impacts to the City's General Fund.

CC #: 1588

File #: 0400-04-09 & 0400-08

CONTACT: Sean Morales 916-774-5282 smorales@roseville.ca.us

9.2. Infill Parcel 209, Atkinson Self-Storage - Rezone

Memo from Assistant Planner Sean Morales and Development Services Director Mike Isom recommending the City Council consider the Atkinson Self-Storage Negative Declaration; and adopt the two (2) findings of fact; and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 and NO. 1429 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE. The applicant requests approval of a rezone which will modify the Planned Development 59 Zone and allow personal storage and outdoor boat and RV storage with a Conditional Use Permit. A Design Review Permit and Conditional Use Permit to allow the construction of a personal storage facility with an office was approved by the Planning Commission contingent upon the approval of the rezone. The proposal would allow the construction of three 1-story storage buildings plus an office in one building. The total area of the self-storage buildings is 25,297 square feet, and the office is 1,575 square feet for an overall total of 26,872 square feet. The project will also include 163 spaces for outdoor boat and RV storage and 4 canopies.

CC #: 1589

File #: 0400-04-17-2 & 0400-02

CONTACT: Sean Morales 916-774-5282 smorales@roseville.ca.us

9.3. Sierra Vista Specific Plan - Barbaccia Development Agreement Amendment

Memo from Senior Planner Derek Ogden and Development Services Director

Mike Isom recommending the City Council consider five (5) findings of fact and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE FIRST AMENDMENT TO THE CYRIL G. BARBACCIA IRREVOCABELE TRUST DEVELOPMENT AGREEMENT REALATIVE TO THE SIERRA VISTA SPECIFIC PLAN. The applicant requests approval of a Development Agreement Amendment to transfer 20 middle-income for-purchase housing units from SVSP Parcel CG-20 to SVSP Parcel CG-31. The units will be transferred in the form of 10 very-low income and 10 low-income rental units. The unit transfer will not have a negative effect on the City's General Fund and no policy conflicts have been identified.

CC #: 1587

File #: 0400-04-12-1 & 0400-03 & 0400-04

CONTACT: Derek Ogden 916-776-1348 dogden@roseville.ca.us

10. REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 1567
File #: 0102-03

Title:	Minutes of Previous Meetings
Contact:	Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve the following minutes of the Roseville City Council:

- May 19, 2021 City Council/Housing Authority/Housing Authority Successor meeting
- June 1, 2021 City Council Budget Workshop
- June 2, 2021 City Council/Housing Authority meeting

BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

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). The approval of minutes does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

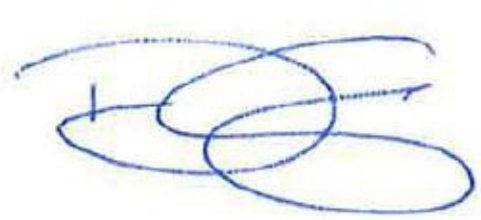
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

May 19, 2021 City Council/Housing Authority/Housing Authority Successor Agency Meeting

June 1, 2021 City Council Budget Workshop

June 2, 2021 City Council/Housing Meeting

MINUTES
May 19, 2021

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

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

3. PLEDGE OF ALLEGIANCE

PFLAG Greater Placer County President Susan Stern Conforti led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Resolution - Bob Schmitt

Commend Bob Schmitt for his 22 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CONTACT: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Mayor Krista Bernasconi presented the resolution to City Attorney Bob Schmitt, who responded.

5.2. Proclamation - LGBTQ Pride Month June 2021

Proclaim the month of June as LGBTQ PRIDE MONTH and invite everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Mayor Krista Bernasconi made the presentation to Woodcreek High School Gay/Straight Alliance President Alexander Houston and Vice President Oliver Watson, who responded.

Mayor Krista Bernasconi also made a presentation to Susan Conforti with PFLAG of Greater Placer County, who responded.

6. PUBLIC COMMENTS

Ellen Debach Riley - Submitted a petition requesting an LGBTQ proclamation and spoke in support of an inclusive flag policy.

Kaneesha Goyle, Oakmont student - Spoke in support of the City flying the LGBTQ flag.

Pastor Casey Tinnin - Spoke in support of the City flying the LGBTQ flag.

Susana Tupper - Spoke in support of the City flying the LGBTQ flag.

Lisa Larkin - Spoke in support of the City flying the LGBTQ flag.

Jeff Harper - Spoke in opposition to the City flying the LGBTQ flag.

Kirk Uhler - Spoke in opposition to the City flying the LGBTQ flag.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

Bids / Purchases / Services

7.1. Building Plan Check and Inspection Services - On-Call Professional Services Agreement

Memo from Management Analyst Brandy LeBeau and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-205 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRB AND ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 21-206 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-207 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BUREAU VERITAS NORTH AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-208 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of agreements with TRB + Associates, Inc., 4Leaf, Inc., Bureau Veritas North America, Inc., and Interwest Consulting Group Inc. for building plan check and inspection services. Each contract shall not exceed $350,000 in any one fiscal year, unless approved by the City Council via contract amendment. Funding of these agreements is provided through pass-through funds at building permit issuance. These agreements will not have an impact on the General Fund.

CC #: 1462

File #: 0800-06

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

7.2. Tree Pruning and Maintenance - Service Agreement Amendment

Memo from Urban Forester Michael Neumann and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-232 APPROVING A FIRST AMENDMENT TO SERVICE AGREEMENT FOR TREE PRUNING AND TREE MAINTENANCE SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. A service agreement for tree pruning and tree maintenance services was approved by Council on June 2, 2016. The approval included a five-year base contract with an optional five-year renewal. The base agreement period expires June 2021, and it is staff's recommendation to exercise the five-year renewal option. West Coast Arborists, Inc. annually prunes over 5,000 City trees through routine grid pruning cycles and has successfully maintained Roseville's urban forest for the last five years through this contract. The total financial impact for the City of Roseville over the next five (5) years will be a not-to-exceed amount of $4,840,555.05. Funding of this contract combines allocations between the General Fund, Golf Course Fund, Preserve Fund, Native- and Non-Native Tree Mitigation Funds, and Community Facilities Districts and Lighting & Landscape Districts approved through the annual budget process.

CC #: 1474

File #: 0203-10

CONTACT: Michael G. Neumann 916-774-5579 mneumann@roseville.ca.us

7.3. Vegetation Management & Firebreak Services - Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-237 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGWIN & DORWARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council authorize the award of a contract purchase agreement to Cagwin & Dorward landscape contractors that includes a one (1) year base term with the option of four (4) additional one (1) year extensions, not to exceed the annual budgeted amounts. The amount of the service agreement for FY2021-22 is $160,000 and will not exceed $849,461 over the five-year period. Funding will come from General Fund budgets from the Parks, Recreation & Libraries Department and the Public Works Department

CC #: 1483

File #: 0704

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

7.4. Lateral Launch Camera for Sewer Inspection - Sole Source Purchase Order

Memo from Environmental Utilities Process Engineer Todd Jordon and Environmental Utilities Director Richard Plecker recommending the City Council approve the award of a sole source purchase order with Weco Industries for a lateral launch sewer inspection camera. The only lateral launch camera compatible with the City's equipment is from Cues. Weco Industries is the sole licensed Cues vendor for the sales territory in which Roseville is located. The total cost of the camera package is $152,225. Funding is included in the Wastewater and Recycled Water Reliability Project in the Wastewater Rehabilitation Fund.

CC #: 1473

File #: 0203-09

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.5. Vehicle – Purchase Orders

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford for two Ford F250 utility body trucks utilizing RFQ 10-3299 in the amount of $94,208; and approve a sole source purchase order to Altec Industries, Inc. for one Altec TA60 articulating telescopic aerial device in the amount of $361,838. Funding for these vehicles is included in the FY2020-21 Fleet Replacement budget.

CC #: 1475

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Resolutions

7.6. Fire Station 5 Fuel Convault Project - Notice of Completion

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-227 ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION 5 FUEL CONVAULT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council accept the Fire Station 5 Fuel Convault project as complete. The fuel tank project included the design, tank placement, permits and paint. The fuel tank is now operational. The total cost of this project was $101,699. The Fire Station 5 Fuel Convault project was budgeted in the Building Fund and Facility Rehabilitation Fund.

CC #: 1467

File #: 0900-01

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

7.7. 505 Royer Street Demolition Project - Notice of Completion

Memo from Administrative Technician Tisha Chinn and Public Works Director

Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-204 ACCEPTING THE PUBLIC WORK KNOWN AS THE 505 ROYER STREET DEMOLITION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the 505 Royer Street Demolition project as complete. The total cost of the project was $69,477 with no contingency and was paid for out of the FY2020-21 General Fund Rental Facilities - Renovation and Restoration project budget.

CC #: 1461

File #: 0900-01

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

7.8. 5480 Phillip Road Demolition - Notice of Completion

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-203 ACCEPTING THE PUBLIC WORK KNOWN AS THE 5480 PHILLIP ROAD DEMOLITION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the 5480 Phillip Road Demolition project as complete. The total cost of the project was $119,892. Change orders were authorized on an as-needed basis for up to 10% or $11,989.20, as a construction contingency, but were not needed. The project was funded out of the approved FY2020-21 General Fund Rental Facilities - Renovation and Restoration project budget.

CC #: 1460

File #: 0900-01

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

7.9. Wastewater Treatment Plant Capacity Analysis (RFP 08-081) - Professional Services Agreement

Memo from Environmental Utilities Process Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-233 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODARD & CURRAN INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional services agreement with Woodard & Curran Inc. for the Dry Creek and Pleasant Grove Wastewater Treatment Plant Capacity Evaluation project. The total cost of the agreement is $1,034,334. The Dry Creek and Pleasant Grove Wastewater Treatment Plant Capacity Evaluation Project is funded by the South Placer Wastewater Authority.

CC #: 1476

File #: 0800-02

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.10. Electric Interconnection - Contract Amendment

Memo from Power Engineering Manager Chris Porter and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-209 APPROVING REVISION 1 TO EXHIBIT F TO WESTERN AREA POWER ADMINISTRATION AGREEMENT 04-SNR-00850, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve Revision 1 to Exhibit F of Contract 04-SNR-00850 to enable the Western Area Power Administration to continue to perform required work in support of the installation of a second transformer at Fiddyment Substation in the amount of $200,000. Funds are included in the Electric Department FY2020-21 budget.

CC #: 1464

File #: 0900-03

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

7.11. Bus Shelters #99, #101 and #147 - Transit Bus Shelter Construction Fee Agreements and Satisfaction and Release

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-228 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ELLIOT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-229 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ELLIOT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-230 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ELLIOT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-231 APPROVING A SATISFACTION AND RELEASE WITH RESPECT TO THE DEFERRED IMPROVEMENT AGREEMENT – STONERIDGE EAST VILLAGE 3, BETWEEN THE CITY OF ROSEVILLE AND ELLIOT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve Transit Bus Shelter Construction Fee Agreements for the construction of Bus Shelter #99, #101, #147. The construction fee agreements allow the developer to pay the City the current cost of constructing a bus shelter, which the City will complete when the shelter is needed, in exchange for terminating the deferred improvement agreements and releasing their associated bonds. The construction fee of $10,000 per shelter, totaling $30,000 for the three (3) agreements, provides security for Bus Shelters #99, #101, #147 to be installed in the future with no fiscal impact to the City's General fund or the Alternative Transportation Division's Transportation Development Act funds.

CC #: 1472

File #: 0721

CONTACT: Alison Winter 916-774-5365 awinter@roseville.ca.us

7.12. HOUSING AUTHORITY - Administrative Plan Amendment

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 5-21 APPROVING THE UPDATED ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN. Staff requests Council receive an update to Roseville Housing Authority's Housing Choice Voucher Administration Plan. This report requests approval of the proposed updates to the plan amending and streamlining the background check process. This will increase costs by $1,500 per year which will be absorbed by Roseville Housing Authority's Housing Choice Voucher Administrative Fees. These actions have no impact on the City's General Fund.

CC #: 1480

File #: 0709-01 & 0103-03-02

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

7.13. Retiree Health Benefits Plan - Trust Agreement Amendment, Revised Investment Policy Statement, and Trust Investment Portfolio Performance Update

Memo from Accounting Manager Nick Rosas and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-235 APPROVING AMENDMENT NO. 3 TO THE POST-EMPLOYMENT WELFARE BENEFITS PROGRAM TRUST, BY AND BETWEEN U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO UNION BANK, N.A., PFM ASSET MANAGEMENT LLC AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-236 APPROVING THE REVISED OTHER POST-EMPLOYMENT BENEFITS TRUST (OPEB) INVESTMENT POLICY STATEMENT. Staff recommends Council approve the 3rd amendment to the Post-Employment Welfare Benefits Program Trust agreement to accept lower fees from PFM Asset Management LLC (PFM) for managing the investment portfolio. PFM offered to amend the agreement to lower fees because the portfolio has grown significantly due to City contributions and their fees are based on the size of the portfolio. Staff also recommends approving the revised Other Post-Employment Benefits (OPEB) Trust Investment Policy Statement, an exhibit to the Trust agreement, to incorporate expanded definitions and clarifying language recommended by PFM, as well as to provide a clear limit on other alternate investment asset classes. Staff also recommends City Council accept the summary of FY2020-21 OPEB Trust Fund portfolio investment performance results through December 31, 2020. The fiscal impact of this item is to lower the costs of investment management charged to the investment trust by approximately $122,500 per year, thereby reducing future City contributions to the trust fund to finance retiree health benefits.

CC #: 1481

File #: 0600-04

CONTACT: Nick Rosas 916-774-5314 nrosas@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

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

7.14. Emergency Medical Services Program - Capital Asset Donation and Budget Adjustment

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council adopt ORDINANCE NO. 6365 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. Staff requests Council approve the FY2020-21 budget adjustment for $9,548 in reimbursable maintenance and accept a donation of $27,666 in capital assets from the EMS Fund managed by the Sierra-Sacramento Valley EMS Agency. The Fire Department has received two LUCAS chest compression system devices for the Emergency Medical Services (EMS) program through the EMS Fund managed by the Sierra-Sacramento Valley (S-SV) EMS Agency, a Placer County government agency responsible for regulating EMS services in the county. The devices improve the quality and consistency of chest compressions, increase End-tidal CO2 levels as well as being able to sustain life-saving circulation during prolonged resuscitation attempts. The capital asset donation and reimbursable maintenance is provided through S-SV with no impact to the General Fund.

CC #: 1477

File #: 0324 & 0201-01

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

7.15. Fiddyment Ranch Phase 3 Trail Project - City/Developer Reimbursement Agreement Amendment and Budget Adjustment

Memo from Alternative Transportation Analyst Jeannie Gandler and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-210 APPROVING A FIRST AMENDMENT TO CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6364 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 proposed action would approve a budget adjustment in the amount of $318,886, and amend the reimbursement agreement between the City and JEN California 15, LLC by the same amount to allow for construction of two additional trail segments within the West Roseville Specific Plan (WRSP) open space parcels F-84 and F-85, between Fiddyment Road and Blue Oaks Boulevard. Funding for the project is from the Neighborhood Park - WRSP Fund. General Fund resources will not be used for this project.

CC #: 1465

File #: 0400-04-09-1 & 0721-05 & 0201-01

CONTACT: Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

Ordinances (for second reading and adoption)

7.16. Second Reading - Proposed Water, Wastewater, and Waste Services Utility Rate Adjustments and Municipal Code Revisions for Fiscal Year 2021-22 and Fiscal Year 2022-23

ORDINANCE NO. 6367 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9 REGARDING GARBAGE, AMENDING SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.220 OF CHAPTER 14.16, AND AMENDING SECTION 14.17.080 OF CHAPTER 14.17 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITY FEES, CHARGES AND RATES, second reading and adoption.

CC #: 1484

File #: 0800-02

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us
Nancy Rothlisberger 916-774-5564 nrothlisberger@roseville.ca.us

Reports / Requests

7.17. Financial Reports for Fiscal Year Ended June 30, 2020

Memo from Accounting Manager Nick Rosas and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive three informational financial reports for the year ended June 30, 2020. There is no impact to the City's General Fund.

CC #: 1463

File #: 0202-01

CONTACT: Nick Rosas 916-774-5314 nrosas@roseville.ca.us

7.18. Out-of-State Travel - Environmental Utilities Department

Memo from Environmental Utilities Process Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council approve an out-of-state travel request for five Environmental Utilities staff members to visit two filter technology sites in Texas in June of 2021. Travel costs are estimated to be $4,750, and they will be funded through the Pleasant Grove Wastewater Treatment Plant Filter Replacement Project in the Wastewater Rehabilitation Fund.

CC #: 1468

File #: 0600-02

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.19. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council approve the citywide allocation schedule reflecting staffing changes in the Environmental Utilities Department, the Electric Department, and the City Attorney's Office. These changes are part of an ongoing assessment of the appropriate staffing levels and structure to provide a high level of service to the community. The impact to the General Fund for the remainder of FY2020-21 is a savings of $3,222. The impact to the Environmental Utilities funds is a savings of $5,924 for the rest of FY2020-21. The impact to the City's Electric Fund is additional costs totaling $5,394 for the remainder of FY2020-21. The ongoing costs and savings associated with these recommended allocation adjustments will be incorporated into the FY2021-22 budget.

CC #: 1471

File #: 0600-01

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

END OF CONSENT CALENDAR

8. ORDINANCES

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

8.1. HOUSING SUCESSOR AGENCY/CITY COUNCIL - Homeless Prevention and Rapid Rehousing - Funding Allocations and Budget Adjustment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-234 APPROVING FUNDING RECOMMENDATIONS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6366 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 funding recommendations for the 2021 Homeless Prevention and Rapid Rehousing Program and a budget adjustment totaling $2,280,020 from the Low/Moderate and Permanent Local Housing Allocation funds. The Homeless Prevention and Rapid Rehousing grant program significantly reduces instances and durations of homelessness in Roseville and has reduced costs both to the City of Roseville and to the community as a whole. For many years, the General Fund previously funded commitments for the hotel voucher program. The recommended actions do not result in any cost to the General Fund.

CC #: 1479

File #: 0709-05 & 0214 & 0201-01

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Housing Analyst Suzanne Acrell made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 21-234 APPROVING FUNDING RECOMMENDATIONS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6366 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 EFFECITVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

9. DEPARTMENT UPDATES

9.1. Department Update - Fire

CONTACT: Rick Bartee 916-774-5825 rbartee@roseville.ca.us

Fire Chief Rick Bartee made the presentation to the City Council.

No public comment received.

For information only. No action taken.

10. PUBLIC HEARING

10.1. 2021/2022 Landscaping and Lighting District Assessments - Engineer's Annual Levy Report, Ordering the Levy and Collection of Assessments

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-211 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-212 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-213 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE

ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-214 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-215 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-216 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-217 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-218 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-219 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-220 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-221 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-222 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-223 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-224 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-225 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and

adopt RESOLUTION NO. 21-226 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022. The City currently has eight active Landscaping and Lighting Districts (LLDs). These districts were formed within the City to levy and collect assessments for maintenance of public improvements pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code, and Article XIIID of the California Constitution. All charges are needed to fully fund landscape services in each LLD. The cost of maintaining the streetscape improvements is spread equally to the subject properties, based on their percentage of the total front footage of all affected parcels. There is no impact to the General Fund.

CC #: 1466

File #: 0203-08-01

CONTACT: Jeannine Thrash 916-775-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Krista Bernasconi opened the public hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the public hearing.

Motion by Scott Alvord, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 21-211 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-212 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-213 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-214 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-215 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-216 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE CALIFORNIA, ORDERING THE

LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-217 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-218 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-219 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-220 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-221 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-222 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-223 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-224 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-225 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2021/2022; and adopt RESOLUTION NO. 21-226 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2021/2022. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

10.2. Resolution Ordering Abatement of All Weeds, Rubbish, and Rank Growths

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 21-202 ORDERING

THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. This item is the second and final step necessary to initiate the 2021 Weed Abatement Program. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process.

CC #: 1459

File #: 0320-01

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

Mayor Krista Bernasconi opened the public hearing.

Fire Division Chief Jason Rizzi and Park Supervisor Eric Dubovik made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to adopt RESOLUTION NO. 21-202 ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

11. REPORTS / PUBLIC COMMENTS

City Budget - City Manager Dominick Casey announced the budget is available for review on the City's website, and the City Council will hold a budget review workshop on June 1 with adoption to occur on June 16.

City Attorney Retirement - Retiring City Attorney Bob Schmitt made parting comments and Councilmember Scott Alvord, Vice Mayor Bruce Houdesheldt, Councilmember Tracy Mendonsa, Councilmember Pauline Roccucci, and Mayor Krista Bernasconi wished him a happy retirement.

Roseville Police Activities League - Councilmember Scott Alvord announced that the group has an Amazon wish list for needed supplies.

Eagle Scouts Court of Honor - Councilmember Scott Alvord spoke on the ceremony that included 10 recipients.

Junction Democrat Club Meeting - Vice Mayor Bruce Houdesheldt spoke on

attendance at the meeting.

Stoneridge Neighborhood Association in Cambria Park Meeting - Vice Mayor Bruce Houdesheldt spoke on attendance at the meeting.

Northstate BIA Meeting - Vice Mayor Bruce Houdesheldt and Councilmember Pauline Roccucci spoke on attendance at the meeting.

Gigi's Playhouse - Councilmember Pauline Roccucci spoke on attending the opening ceremony with Mayor Krista Bernasconi.

Board and Commission Vacancies - Mayor Krista Bernasconi announced applications are being accepted until May 28th.

Leadership Roseville - Mayor Krista Bernasconi announced the Roseville Chamber of Commerce is accepting applications for their upcoming program.

Lincoln Estates Park Cleanup - Mayor Krista Bernasconi thanked participating volunteers.

12. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 7:41 p.m.

MINUTES
June 1, 2021

SPECIAL MEETING
CITY COUNCIL BUDGET WORKSHOP
4:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us/CORTV

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the workshop to order at 4:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

3. PLEDGE OF ALLEGIANCE

Roseville Area Chamber of Commerce CEO Wendy Gerig led the Pledge of Allegiance.

4. PUBLIC COMMENTS

No public comment received.

5. SPECIAL REQUESTS/REPORTS/PRESENTATION

5.1. Budget Workshop

A. Introduction - Dominick Casey, City Manager
B. Fiscal Overview - Dennis Kauffman, Assistant City Manager/Chief Financial Officer
C. Department Overviews:
1. Police
2. Fire
3. Parks, Recreation & Libraries
4. Development Services
5. Public Works
6. Electric
7. Environmental Utilities

CONTACT: Dennis Kauffman 916-774-5320 dkauffman@roseville.ca.us

A. Introduction - Dominick Casey, City Manager

City Manager Dominick Casey made introductory remarks.

Council goals:
- Remain fiscally responsible in a changing world
- Support community engagement and advocacy
- Maintain a safe and healthy community
- Enhance economic vitality
- Deliver exceptional city services
- Invest in well-planned infrastructure and growth

The proposed budget aligns with the City Council's strategic plan.

Summary of steps to inform the City Council and community:
- April 7, 2021 - Long-term Pension and Other Postemployment Benefits and Liabilities Update
- April 21, 2021 - Capital Improvement Projects Preview for FY2021/22
- May 5, 2021 - FY2021/22 Financial policies
- May 19, 2021 - Proposed FY2021/22 Budget released to City Council
- June 1, 2021 - Budget Hearings (Citywide budget presentation, current fiscal position and trends and department operating budgets)
- June 16, 2021 - City Council considers budget for adoption

Extensive Outreach:

- Budget-in-Brief
- Website
- E-newsletter
- Social media
- Roseville Coalition of Neighborhood Associations
- Sun City Roseville
- Roseville Chamber of Commerce
- Employee groups

Extensive Process + Outreach = Trust

- Input from National Community Survey
  Government performance was an area in which Roseville received among the highest rankings in the nation, including:
    - Value of services for taxes paid in Roseville
    - Overall direction that Roseville is taking
    - Generally acting in the best interest of the community
    - Treating residents with respect
    - Treating al residents fairly
    - Being honest, being open and transparent to the public
    - Overall confidence in Roseville government
    - Informing residents about issues facing the community
    - Welcoming resident involvement

Purpose for Budget Hearings:

- Define the City's overall budget
    - General Fund
    - Enterprise Funds
    - Define the City's General Fund budget
    - Revenues
    - Expenses
    - Challenges
    - Trends
- Receive Council confirmation/direction on recommendations to:
- Maintain service levels in a growing city
- Address new state/federal mandates
- Enhance service levels for Council strategic priorities

Measure B Priorities:

- Maintain essential services
- Maintain restored services
    - Library hours
    - Goat grazing in open space
    - 4th of July activities
- Maintain priority services and added:
    - New police beat in West Roseville with four police officers
    - Additional one police traffic officer
    - Maintenance for citywide parks, allowing for construction to occur
- Fiscal Health investments

- Build and maintain Economic Stabilization Reserve Fund
- Pay down retiree health liability (OPEB)
- Pay down CalPERS pension obligation, after General Fund reserve targets are met
- Allows City to stabilize continuity of services in the future

Summary comments:
- Maintains fiscal responsibility
  - Aligns with City Council strategic plan goals
  - Lives within our means
  - Provides core services
- Concerns
  - Uncertain impacts of COVID-19 economy
  - Limited room for growth without new sources of revenue
  - Limited capital available for new projects
- Measure B Priorities
  - Maintain current priority service levels
  - Focus on high-priority new services
  - Build and maintain stabilization reserve fund
  - Pay down long-term liabilities to build capacity

No public comment received.

City Manager Dominick Casey introduced Assistant City Manager/Chief Financial Officer Dennis Kauffman.

B. Fiscal Overview - Dennis Kauffman, Assistant City Manager/Chief Financial Officer

Assistant City Manager/Chief Financial Officer Dennis Kauffman made summary comments.

- Fiscal uncertainty continues
- Status quo General Fund expenditure budget, with augmentations to:
  - Maintain service levels in a growing city
  - New positions
- Labor cost increases, including pension and medical insurance costs
- Materials, services, and supplies for unavoidable cost increases
- Address new state/federal mandates
- Enhance service levels for Council strategic priorities

Budget Manager Scott Pettingell made the presentation to the City Council.

Citywide Budget: Revenue
- Total $613.7 million
- General revenue: 28%
- Enterprise revenue: 54%
- Fiduciary (Trust and Agency): 7%
- Capital Projects: 6%
- Special revenue: 5%

Citywide Budget: Expenditures

- Total $571.1 million
- General expenditures: 31%
- Enterprise expenditures: 55%
- Fiduciary (Trust and Agency): 7%
- Capital Project expenditures: 4%
- Special: 3%

Citywide Staffing Levels:

- Total Current Citywide Positions: 1,220.23

Position Requests	Number
City Manager	1
Development Services	2
Economic Development	1
Electric	5
Environmental Utilities	13
Human Resources	1
Parks, Recreation and Libraries	9
Police	3
Public Works	5.25
Changes	40.25
Positions in FY2021/22 Budget	1,260.48

Staffing levels in 2007: 920.70 General Fund
Staffing levels in 2022: 765.8 General Fund
General Fund Employees per 1,000 residents in 2007: 8.6
General Fund Employee per 1,000 residents in 2022: 5.2

Revenue Highlights in Proposed Budget:
Assumption: Local economy recovers by end of FY2021/22

- Bradley-Burns Sales Tax
  - 6.4% recovery in FY2020/21
  - 6.0% estimated recovery in FY2021/22
- Measure B Local Sales Tax
  - 4.5% recovery in FY2020/21
  - 2.8% estimated recovery in FY2021/22
- Property Tax
  - 4% estimated growth rate
  - Portion goes back to County

General Fund Revenue by Revenue Type:
Total: $176.6 million

- Bradley Burns Sales tax: $59.8 million
- Measure B Sales tax: $21.1 million
- Property tax: $57.6 million
- Franchise fees: $8.9 million
- Charges for current services: $10.5 million
- Transfers in: $7.3 million
- Other taxes: $4.6 million

- Other: $6.7 million

General Fund Expenditures by Expenditure Type:
Total: $176.2

- Police: $49.0 million
- Fire: $37.6 million
- Parks, Recreation & Libraries: $27.4 million
- Other: $31.4 million
- General Government: $11.2 million
- Development Services: $10.3 million
- Public Works: $8.4 million
- Economic Development: $0.9 million

General Fund Expenditure by Service Area	% of Total
Police	27.8
Fire	21.3
Park, Recreation & Libraries	15.9
Other	17.8
General Government	6.4
Development Services	5.8
Public Works	4.8
Economic Development	0.5
Total	100%

Identification of City Council General Fund: Discretionary Spending

- General Fund Restricted Revenues
- Some revenue received by the General Fund is reimbursement for services provided and is not discretionary. Examples:
- Charges for Current Services: $13 million
- Electric Franchise Fees fund Police, Fire, & Parks, Recreation & Libraries $6.4 million
- License and Permits: $3.4 million
- Grants: $0.32 million
- Total Examples Restricted: $33.8 million
- Some expenditures paid by the General Fund are contractual obligations or are based on current Council policy decisions Examples:
- Annexation Payments: $8.9 million
- Retiree Benefit Payments: $5.4 million
- Total Examples Restricted: $23.2 million

Major Service Area	Proposed FY2021/22
Total Citywide Budget	$614 million
Less Enterprise Funds	$330 million
Less Special Revenue Funds	$29 million
Less Capital Project Funds	$29 million
Less Permanent Funds	$0.2 million
Less District Agency Funds	$37 million
Less Trust Funds	$9 million

Less Other	$6 million
Less General Fund Net-Operating/Transfers	$-8 million
Equals General Fund Operating Budget	$176 million

Council Discretionary Spending:

Resource Category	Proposed FY2021/22
Total General Fund Expenditures	$176 million
Less Revenue Offsets	($34) million
Less Non-Discretionary expenditures with off-sets	($23) million
Equals General Fund Discretionary Spending	$119 million
Police and Fire Net Expenditures	($70) million
All Other Discretionary Net Expenditures	$49 million

Assistant City Manager/Chief Financial Officer Dennis Kauffman continued the presentation to the City Council.

General Fund: Reserves and CalPERS Additional Discretionary Payments (ADP):

- General Fund Reserves
  - Economic Stabilization Reserve $25.9 million
  - 15% of General Fund operating expenditures
  - Purpose: address revenue shortfalls caused by an economic downturn
  - $2.4 million added to reserve

- Emergency Reserve $17.3 million
  - 10% of General Fund operating expenditures
  - Purpose: address unanticipated, nonrecurring expenditures during an emergency
  - $1.2 million added to reserve

- With reserves up to policy targets CalPERS ADP's can be addressed:
  - City Council strategy to pay down pension liability after General Fund reserve levels are met
  - Most recent actuarial valuation
  - 65% funded ratio
  - $387 million unfunded liability
  - $45 million annual cost in FY2021/22

- Benefits of making ADP includes:
  - Pay down unfunded accrual liability
  - Increase funded status of the pension plan
  - Reduce future pension costs by $400,000+/year for 20 years

- Five-Year Forecast Assumptions:
  - Factors Included in
    - Current assumptions for COVID-19 recovery

- Unfunded Liabilities
- PERS & OPEB contributions
- CIP rehab
- Impacts from known State/Federal mandates
- Factors not included in
- American Rescue Plan federal stimulus
- Impacts of future federal and state regulations
- New revenue sources not yet approved
- Additional discretionary payments to CalPERS

General Government Departments: (in thousands)

Department	Actuals FY2019/20	Amended Budget	Proposed Budget	Variance from FY2020/20
City Council	$315	$181	$95	($86)
City Manager	$1,292	$1,425	$1,554	$129
City Clerk	$1,249	$1,402	$1,447	$45
City Attorney	$1,900	$2,241	$2,239	($2)
Finance	$10,532	$11,302	$3,655	($7,647)
Human Resources	$12,054	$12,006	$11,634	($372)
Information Technology	$9,093	$11,276	$12,477	$1,201
Public Affairs and Communications	$663	$1,014	$882	($132)
Total Expenditures	$37,098	$40,847	$33,983	($6,684)

No public comment received.

C. Department Overviews:

1. Police

Police Chief Troy Bergstrom made the presentation to the City Council.

Department Structure:
- Operations
- Services
- Support Services

Budget Services:
- Administration
- Records
- Communications
- Social Services
- Patrol
- Investigations
- Traffic

- Animal Control
- Vehicles

Budget Expenditure Request: $49 Million
- Patrol 43%
- Police Administration 16%
- Police - Vehicles 5%
- Police Communications 8%
- Police Traffic 4%
- Records/Property/CSI 6%
- Social Services Unit 5%
- Animal Control 3%
- Investigations 10%

Budget Highlights:
- New Positions
    - Range Master/Police Officer (Reclassification)
    - Reclassification enable Range Master to provide training on tactics and laws surrounding use of force
- Records Supervisor (New position)
    - Ensures compliance with state and federal mandates, develop workflow changes, and test record management and field reporting technologies
- Property Clerk (New Position)
    - Will oversee and manage the digital evidence associated with the implementation of body-worn cameras
- Community Services Officer (New Position)
    - Will play a crucial role in administering a new tiered state-mandated sex offender registry program
- Material, Services and Supplies adds:
    - Body Worn Cameras
    - Digital Evidence Storage
    - Background investigations increase
    - Apollo information sharing with Placer County
    - Placer Law Enforcement Agency Awards Banquet (one-time funding)
    - Radio Hotline Connection
    - Ammunition budget increase
    - Unsheltered Plan/Reunification program
    - Remote Access Network Funds (one-time reimbursement)
    - Improving permit administration

No public comment received.

2. Fire

Fire Chief Rick Bartee made the presentation to the City Council.

Services/Division:
- Fire Administration
- Fire and Life Safety
    - Fire Inspections and Plan Review
    - Public Education and Community Engagement

    - Citywide Emergency Preparedness
- Fire Operations
    - Fire and Emergency Medical Services
    - Hazmat and Technical Rescue
    - Support Service - Logistics

General Fund Operating Expenditures Budget
Total: $37.6 million

- Fire Operations 83%
- Fire Support Services 8%
- Fire & Life Safety 6%
- Fire Training & Emergency Preparedness 1%
- Fire Administration 2%

Budget Highlights:

- Increase in materials and supplies budget
- Increase in cost of physicals for members
- Increase in utility costs as determined by current rates
- Projected revenue from First Responder Fee
- Increase in revenue to offset the cost of providing EMS services
- Projected revenue $745,000
- Projected expense $145,000
- Projected net revenue $600,000

No public comment received.

3. Parks, Recreation & Libraries

Parks, Recreation and Libraries Director Jill Geller made the presentation to the City Council.

Department Overview:

- Parks
    - 80 developed parks
    - 4,000 acres of open space
- Recreation
    - 2 Championship Golf Courses
    - 3 Swimming Pools
    - Roseville Sports Center
    - Maidu Community Center
    - Maidu Museum and historic site
    - 19 Adventure Club sites
- Libraries
    - 3 Libraries

Operating Expenditure Budget:
Total: $37.8 million

- Parks 31%
- Parks & Recreation Administration 10%
- Youth Development 21%
- Libraries & Maidu Museum 14%

- Golf Course Operations 6%
- Recreation 18%

Budget Highlights:
- Recommended new positions:
    - Parks Supervisor
    - Parks Maintenance Workers (3)
    - Natural Resource Workers
        - Trails & Open Space (1)
        - Unsheltered Efforts (2)
    - PRL Coordinator
    - Marketing and Communications Analyst

Add requests:
- Facility Security Improvements
- Library Print Services / Mobile Printing
- Un-Sheltered Camp Cleanup
- Parks Stabilization - Measure B
- New School Property Maintenance
- Urban Forester Salary Offset

City Council Strategic Goals:
- Support community engagement and advocacy
    - Engage residents through enhanced communications
    - Conduct public workshops to inform and engage the community

- Maintain a safe and healthy community
    - Provide access and opportunities for residents to live healthy lifestyles
    - Develop Citywide Wellness Initiative
    - "Everything we do makes a healthier you"

- Enhance economic vitality
    - Develop a sports tourism plan
    - Construct quality sports venues to draw regional participation
    - Develop new and maintain existing parks to increase home values, improve air/water quality, attract talented workers and new residents, etc.

- Deliver exceptional City Services
    - Implement ActiveNet recreation management software to improve customer service
    - Optimize the use of technology and data to improve operations in all areas
    - Evaluate department organization to assure alignment of resources for the highest efficiency and effectiveness

- Invest in well-planned infrastructure and growth
    - Reinvest in our aging infrastructure
    - Develop new parks in growth areas
    - Maintain new and aging streetscapes

- Remain fiscally responsible in a changing world

- Align funds for improved services and increase efficiencies
- Create new programs
- Improve communications to increase revenues
- Evaluate current fees

- Parks, Recreation & Libraries - are essential services!
  - Parks, recreation, and libraries are critical for health and wellness, reducing anxiety, stress, and depression and improving physical health
  - Where did people flock to during the pandemic? Parks and trails
  - Outdoor spaces continue to be an essential part of how we cope and recover from the COVID-19 crisis

No public comment received.

4. Development Services

Development Services Director Mike Isom made the presentation to the City Council.

- Divisions/Services:
- Development Services Administration
- Business and Administrative Services
- Building Inspection and Permit Center
- Code Enforcement
- Land Development Engineering
- Planning

General Fund Operating Expenditures Budget:
Total: $10.3 million
- Building Inspection 42%
- Business Services 16%
- Code Enforcement 9%
- Engineering 16%
- Administration 5%
- Planning 12%

Budget Highlights:
- New positions
  - One full time and on part time Code Enforcement Inspectors
  - One full time Development Services Analyst
- No additions to Materials, Services and Supplies budget
- Conservatively increased revenue estimates by 13% based on current development activity

No public comment received.

Recessed at 5:44 p.m.

Reconvened at 5:55 p.m.

5. Public Works

Public Works Engineering Division Manager Stefanie Kemen made the presentation to the City Council.

Division/Services:
- Administration
- Fleet Services
- Engineering (Traffic & Floodplain Management)
- Street Maintenance
- Alternative Transportation
- Facility Services

Operating Expenditures Budget:
Total: $43.3 million
- Alternative Transportation 21%
- Street Maintenance 19%
- Public Works Engineering 13%
- Fleet Services 32%
- Facility Maintenance 15%

Budget Highlights:
- Optimize Transit Operations:
  - Short Range Transit Plan Update
  - Micro-transit Pilot
- Safe Routes to School Staffing
  - Grant Funded PT/Temp College Intern
- Improved GIS Capabilities
  - Increase GIS Technician to full-time
- Priority CIP Projects and Maintenance
  - Additional Engineer
- Return Vertical Construction to Facility Services Division
  - New Project Supervisor
- Near Zero Emission Vehicle Regulations
  - New Fleet Analyst
- Address Increased Street Maintenance Workload
  - Convert Part-time/Temp Office Assistant to Regular Full-time
- Address Increased Facility Services Workload
  - Convert Part-time/Temp Office Assistant to Regular Full-time
- Transportation Management Plan Duties Added
  - Increase Community Relations Analyst by 1/4, offset by recently vacated Part-time/Temp position

No public comment received.

6. Electric

Electric Utility Director Michelle Bertolino made the presentation to the City Council.

Divisions with the Department:
- Resources & Generation

        - Power Supply
        - Generation
        - Electric Operations Technology
        - Meter Upgrade Project
    - Electric Engineering & Operations
        - Engineering
        - Operations
        - Risk & Compliance
    - Customer & Government Relations
        - Customer Solutions
        - Legislative & Regulatory
        - Communications & Marketing
        - Key Accounts & Economic Development
        - Utility Billing
        - Finance

Operating Expenditures Budget
Total: $167.4 million

- Power Supply & Generation 50%
- Customer & Government Relations 8%
- Distribution 12%
- Administration 2%
- Capital Rehabilitation 11%
- Franchise Fee 4%
- Shared City Services 4%
- Debt Service 9%

Budget Highlights

- Balanced Budget
    - Prioritizes funding of essential services
    - Compliance with financial policies and metrics
- Prudent investment in infrastructure and technology
- Assumes no base rate increases'
    - No base rate increases for 7 years
    - Upcoming rate case study
- Integration of Utility Billing
- Proposing five new positions:
    - New legislative and regulatory mandates
    - Customer service and new programs (electric vehichle, electrification)
    - Generation maintenance planning

Strategic Plan Alignment

- Council Goal: Remain fiscally responsible in a changing world
    - Strategy: Balance utility operating costs to maintain competitive rates
        - 2021 Electric Rate Case
        - Support New Development
    - Strategy: Seek new and diverse revenue streams
        - Electrification
        - Electric Vehicle Programs and Campaign

- Council Goal: Invest in well-planned infrastructure and growth
    - Strategy: Reinvest in aging infrastructur
        - Meter Upgrade Project
        - Dispatch Center Redesign and Modernization
        - Legacy Building Build-out and Move-in

    - Strategy: Leverage opportunities for City beautification
        - Roseville Energy Park Site Security and Aesthetics

No public comment received.

7. Environmental Utilities

Environmental Utilities Director Rich Plecker made the presentation to the City Council.

Divisions:
- Administration
- Utility Services
- Water
- Wastewater
    - Recycled Water
    - South Placer Wastewater Authority (SPWA)
- Waste Services
    - Stormwater
- Utility Exploration Center (UEC)

Operating Expenditures Budget:
Total: $116.0 million
- Water Operations 31%
- Waste Services Operations 29%
- Wastewater Operations 40%

Budget Highlights/Unfunded Mandates
- Organics recycling
- Water efficiency standards
- ELAPS Quality control
- Salt control

Staffing Changes:
- Water
    - Management Analyst - 1
- Wastewater
    - Administrative Technician (Offset by elimination of Office Assistant)
    - EU Instrument and Control Technician II - 1
    - Wastewater Utility Maintenance Worker I/II - 1
- Waste Services
    - Refuse Truck Driver - 7
    - Refuse Supervisor -1
    - Environmental Compliance Administrator - 1
- Business Services

- Data Management Specialist I/II - 13
- Total Positions - 13

Strategic Plan Alignment:

- Remain Fiscally Responsible in a Changing World
  - Balance utility operating costs to maintain competitive rates
  - EU rate adjustments effective July 1, 2021 and July 1, 2022

- Maintain a Safe and Healthy Community
  - Efforts to improve water supply reliability
  - Aquifer Storage and Recovery (ASR)
  - Water conveyance

- Invest in well-planned infrastructure and growth
  - Reinvest in aging infrastructure
  - Hillcrest neighborhood
  - Plan for targeted development
  - PGWWTP expansion and energy recovery

No public comment received.

City Manager Dominick Casey made closing comments and spoke to the City Council budget and addressed dues paid to regional organizations, thanked the City Council for their vision, and thanked staff for their efforts.

Presentations for Information only. No action taken by the City Council.

6. REPORTS / PUBLIC COMMENTS

No public comment received.

Parks, Recreation & Libraries - Councilmember Pauline Roccucci spoke to totality of the staff team.

Reflection of City Council Priorities - Mayor Krista Bernasconi spoke to love of Roseville, on a team approach, and on the fiscal responsibility of budget.

7. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 6:43 p.m.

MINUTES
June 2, 2021

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

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Bernasconi
Absent: Mendonsa

3. PLEDGE OF ALLEGIANCE

Councilmember Scott Alvord led the Pledge of Allegiance.

4. MEETING PROCEDURES

Assistant City Clerk Helen Dreyer announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Proclamation - National Gun Violence Awareness Day - June 4

Proclaim June 4, 2021, as NATIONAL GUN VIOLENCE AWARENESS DAY and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Councilmember Bruce Houdesheldt made the presentation to Moms Who Demand Action member Kathleen West, who responded.

5.2. Resolution - June Wanish

Commend June Wanish for her outstanding service and dedication to the City of Roseville, she was cherished and loved by her family and many friends, and will be missed.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Mayor Krista Bernasconi read the proclamation in honor of June Wanish.

Councilmembers Pauline Roccucci, Councilmember Scott Alvord, Councilmember Bruce Houdesheldt and Mayor Krista Bernasconi made remarks on memories and thoughts regarding former first female Mayor of Roseville June Wanish.

5.3. City Response to COVID-19

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

City Manager Dominick Casey made the presentation to the City Council.

Anticipated Changes:

- Good news: case, positivity and hospitalization rates are down in Placer County
- 356,912 total doses given of which 190,000 are first doses
- Placer County moved to Orange Tier on May 25, 2021
- Steady progress to June 15th California re-opening

- City operations to move to regular schedules with some exceptions on June 14 - bringing employees back into traditional environment - will use staggering
- Waiting for Cal/OSHA report on June 3, 2021 for guidelines
- Placer County closed max vaccination site at the Grounds and will implement mobile vaccination clinic reaching community members who don't have access to vaccinations

Public comment received at 916-774-5353:

Kathleen Crawford - Thanked the City Council for Gun Violence proclamation and also commented her hope is the community is beginning to breath a little deeply for a safe re-opening due to COVID and thanked the city staff for their leadership.

6. PUBLIC COMMENTS

Paul Comiskey - Spoke in opposition to large homeless population and announced October 16, 2021 event 1:30 p.m. at the Vernon Street Town Square entitled *Stand with the Homeless Rally.*

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci

Absent: Mendonsa

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve the minutes of the April 7, 2021 City Council meeting, the April 21, 2021 City Council meeting and the April 29, 2021 City Council Goal Planning workshop.

CC #: 1490

File #: 0102-03

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Bids / Purchases / Services

7.2. On-Call Fence Construction Services – Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-250 APPROVING A CONTRACT PURCHASE

AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CRUSADER FENCE COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-251 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LINMOORE FENCING & IRON WORKS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation, & Libraries Department issued a Request for Proposals (RFP) to provide fence installation and repair services on an as-needed basis. Staff recommends Council authorize the award of this contract purchase agreement to two contractors, Crusader Fence Company LLC and Linmoore Fencing & Iron Works, Inc., that includes a one (1) year base term with the option of four (4) additional one (1) year extensions. The amount of the service agreement for FY2021-22 is $100,000 for Crusader and $275,000 for Linmoore Fencing & Iron Works, Inc. These expenses are included in the FY2021-22 budget. The total for Crusader Fence Company LLC for the five year period is $530,914 the total for Linmoore Fencing & Iron Works, Inc. for the five year period is $1,460,012. Funding for on-call fence and construction repair services shall be provided through General Fund approved operations funds, and Community Facility District/Lighting & Landscape District budgets.

CC #: 1512

File #: 0704-02

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

7.3. Electric Landscape Improvements - Fiddyment Substation Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Power Engineering Manager Chris Porter and Electric Utility Director Michelle Bertolino recommending the City Council approve the plans and specifications and authorize staff to advertise the Electric Landscape Improvements - Fiddyment Substation project and call for bids. The estimated total project cost is $800,000. Funding is included in the Electric Landscape Improvements capital improvement project budget for FY2020-21, with additional funding included in the proposed FY2021-22 budget.

CC #: 1507

File #: 0900-03

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

7.4. Residential New Construction Energy Efficiency Program Development - Service Agreement Amendment

Memo from Senior Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-237 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRC SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909056). Staff recommends Council approve an amendment for a one-year extension to the Residential New Construction Program Service Agreement with TRC Solutions,

Inc. so that they can continue to support the utility's residential new construction energy efficiency programs, including the recently launched all-electric home pilot program. The amendment extends the term of the agreement through June 30, 2022. There is no change to the cost of the agreement.

CC #: 1492

File #: 0800-03

CONTACT: Mark Riffey 916-746-1667 mriffey@roseville.ca.us

Resolutions

7.5. Tower Theater Roof Replacement Project - Notice of Completion

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-239 ACCEPTING THE PUBLIC WORK KNOWN AS THE TOWER THEATER ROOF REPLACEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the Tower Theater Roof Replacement project as complete. The total cost of the project was $301,480. This project was paid for out of the approved FY2020-21 Rental Facilities - Renovation and Restoration project budget.

CC #: 1496

File #: 0203-20

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

7.6. Professional Ambulance Billing - Services Agreements

Memo from Assistant Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 21-245 APPROVING AGREEMENTS, BY AND BETWEEN WITTMAN ENTERPRISES, LLC AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an agreement for Professional Ambulance Billing Services for the new first responder fee program, as well as a Business Associate Agreement, with Wittman Enterprises, LLC to provide third-party billing services. The estimated total cost of this service is $145,000. The FY2021-22 proposed budget for the General Fund includes estimated revenue of $745,000 and the estimated billing company cost of $145,000.

CC #: 1508

File #: 0324

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

7.7. Environmental Compliance Support Services - On-Call Professional Services Agreement Amendments

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-243

APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ICF JONES & STOKES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-244 APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECORP CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approving the agreement amendments for environmental compliance support services for design and construction as well as authorizing the City Manager to approve the remaining one-year extension without further Council approval. The amendments extend the contracts by one year and increase the contract compensation not-to-exceed amount for each amendment by $150,000. These contracts will be funded through various approved Capital Improvement Program project budgets. No General Fund resources will be used.

CC #: 1506

File #: 0800-04

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

7.8. 2018 Sewer Collection System Cured-In-Place Pipe Rehabilitation Project - Notice of Completion

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-238 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2018 SEWER COLLECTION SYSTEM CURE-IN-PLACE PIPE REHABILITATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests City Council accept the 2018 Sewer Collection System Cured-In-Place Pipe Rehabilitation project as complete. The total cost for construction services was $542,772. The project was paid for by the Wastewater Rehabilitation Fund.

CC #: 1494

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.9. Aquifer Storage and Recovery – Monitoring Wells Project - Notice of Completion

Memo from Senior Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-242 ACCEPTING THE PUBLIC WORK KNOWN AS THE AQUIFER STORAGE AND RECOVERY – MONITORING WELLS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the Aquifer Storage and Recovery – Monitoring Wells project. The total cost for the construction agreement was $697,700. The project was funded by

the Water Construction Fund.

CC #: 1503

File #: 0900-02

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

7.10. California Independent System Operator Energy Imbalance Market - Credit Guaranty Agreement

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-240 APPROVING A CREDIT GUARANTY AGREEMENT, BY AND BETWEEN CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the approval of a Credit Guaranty with the California Independent System Operator (CAISO) for Roseville Electric's participation in the CAISO Energy Imbalance Market (EIM). The Guaranty would allocate $1 million out of Roseville's $50 million unsecured credit limit for the Balancing Authority of Northern California's EIM transactions. There is no fiscal impact associated with the allocation of the Credit Guaranty.

CC #: 1501

File #: 0800-03

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

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

7.11. Electric Dispatch Center Renovation Project - Design-Build Construction Agreement Amendment and Budget Adjustment

Memo from Power Engineering Manager Chris Porter and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-249 APPROVING A FIRST AMENDMENT TO DESIGN-BUILD CONSTRUCTION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CB2 BUILDERS INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6372 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. Staff recommends Council approve Amendment #1 to the Design-Build Construction Contract Agreement with CB2 Builders Incorporated for the Electric Dispatch Center Renovation Project. This Amendment is requested to increase the contract amount to $1,991,158.66. Staff also requests authorization for the Electric Utility Director, or designee, to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or $199,115.87, for a total project amount of $2,190,274.53. The recommended budget adjustment will authorize an additional $665,000 of funding from the Electric Fund for FY2020-21, bringing the total project budget to $2,965,000.

CC #: 1511

File #: 0900-03

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

7.12. Oak Ridge Drive Bridge Replacement Project - Budget Adjustment

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6399 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 project removed the bridge and constructed a longer, wider two-lane bridge with shoulders and sidewalks on both sides of the road. The total project budget is $6,576,823 with authorization of up to a 10% contingency for change orders. The approved Federal Highway Bridge Program (HBP) grant obligation for this project is $6,925,000. The recommended budget adjustment increases the expenditure and revenue budgets by $848,177, to match the approved federal obligation, in addition to adding construction contingency funds anticipated to be programmed upon project completion. The total project expenditure budget of $7,425,000 is funded by Federal HBP grant funds, with the exception of $50,000 of Roadway funds budgeted for potential non-participating project costs. No General Fund resources will be used for the project.

CC #: 1497

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

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.13. Environmental Utilities Fiscal Year 2020-21 Year-End Interfund Transfers - Budget Adjustment

Memo from Environmental Utilities Business Analyst Teri Quinlan and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6370 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 Council approve a budget adjustment to transfer water, wastewater, and waste services resources among the funds of each utility prior to the end of FY2020-21. Transfers from each utility's operating fund to its rate stabilization and rehabilitation funds are recommended due to several years' worth of increasing fund balances including FY2019-20 and FY2020-21 water revenues. This budget adjustment transfers out amounts equal to the transfers in within each utility. Thus, there is a net zero effect within each utility. The total of all transfers out for all three utilities is $39,176,614, which matches the total of resources transferred in. Rate stabilization funds will be used for rate mitigation in FY2021-22 and FY2022-23 and rehabilitation funds will be used for future projects. In addition, this budget adjustment includes a one-time transfer to move the accumulated local connection fees balance of $6,876,614 from the Wastewater Rehabilitation Fund to the Wastewater Construction Fund. This budget adjustment has no fiscal impact on the General Fund.

CC #: 1498

File #: 0800-02 & 0201-01

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us
Teri Quinlan 916-746-1780 tquinlan@roseville.ca.us

7.14. Roseville Aquatics Complex Maintenance Fund - Budget Adjustment

Memo from Parks, Recreation & Libraries Manager Kathy Barsotti and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6368 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 budget adjustment increases the revenue budget in the Roseville Aquatics Complex (RAC) Maintenance Fund by $600,000, moving money held in a permanent restricted account to an unrestricted account; and increases the expense budget in the RAC Maintenance Fund by $19,996, from earned interest in the account, and set up the related expense budget offset in the Aquatics General Fund Cost Center for maintenance costs, as per the joint use agreement with Roseville Joint Union High School District (RJUHSD); and increase the expense budget in the RAC Maintenance fund by $30,633 for funds to be applied in excess of the interest and RJUHSD's annual payment for calendar year 2019 pool maintenance costs, and set up the related expense budget offset in the Aquatics General Fund Cost Center, as per the joint use agreement with RJUHSD; and increase available resources in the RAC Maintenance Fund by $549,371 and in the General Fund by $50,629.

CC #: 1493

File #: 0707 & 0201-01

CONTACT: Kathy Barsotti 916-774-5955 kbarsotti@roseville.ca.us

Reports / Requests

7.15. HOUSING AUTHORITY - Quarterly Status Report

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Laura Matteoli recommending the City Council receive a quarterly report on Roseville Housing Authority's Housing Choice Voucher Program (HCV). Through monthly rental assistance payments, the HCV Program invests $6.2 million into the local economy annually. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 1489

File #: 0709-02-01

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Ceremonial Documents

7.16. Resolution - Dale Olson

Commend Dale Olson for his 15 years of outstanding service and dedication to the City of Roseville, congratulated for his accomplishments and wished a long, healthy, and enjoyable retirement.

CC #: 1513

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Roseville Electric Utility Hydroelectric Rate Adjustment

Memo from Electric Utility Finance Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council adopt ORDINANCE NO. 6371 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TEMPORARILY SUSPENDING IMPLEMENTATION OF SECTION 14.24.052 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE HYDROELECTRIC ADJUSTMENT AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 2, 2021 AS AN URGENCY ORDINANCE. This item recommends City Council adopt an urgency ordinance to extend the FY2021-22 hydroelectric adjustment through August 31, 2021 and suspend implementation of the FY2021-22 hydroelectric adjustment until September 1, 2021. The adjustment on customer billings from July 1, 2021 to August 31, 2021 will lessen the impact of electricity bills for customers through the typically higher summer bill months. The result of this recommended action reduces electric utility revenues approximately $600,000 in FY2021-22.

CC #: 1499

File #: 0800-03 & 0215-07

CONTACT: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

Assistant Electric Director Shawn Matchim made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Pauline Roccucci, to adopt ORDINANCE NO. 6371 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TEMPORARILY SUSPENDING IMPLEMENTATION OF SECTION 14.24.052 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE HYDROELECTRIC ADJUSTMENT AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 2, 2021 AS AN URGENCY ORDINANCE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci
Absent: Mendonsa

8.2. Roseville Municipal Code Amendment to Electric Rate Assistance Program

Memo from Electric Utility Finance Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.079 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING LOW INCOME RATE REDUCTION. Staff recommends the City Council approve an ordinance to change Title 14, Section 14.24.079 of the Roseville Municipal Code, Low-income rate reduction income level eligibility requirement from the U.S. Department of Housing and Urban Development very-low income determinate to the Department of Health and Human Services 200% of Federal Poverty Level income threshold. The estimated annual fiscal impact of the change in the income qualification level is $100,000. Funding is available from public benefits funds and is included in the proposed FY2021-22 Electric Budget.

CC #: 1505

File #: 0324

CONTACT: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

Assistant Electric Director Shawn Matchim made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Scott Alvord, to introduce first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.079 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING LOW INCOME RATE REDUCTION. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci
Absent: Mendonsa

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. The American Rescue Plan Act of 2021 - Update

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive an update on the Coronavirus State and Local Fiscal Recovery Funds included in the American Rescue Plan Act of 2021.

CC #: 1495

File #: 0300

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council

For information only. No official action taken.

9.2. FY2021-22 Grants Advisory Commission Funding Recommendations

Memo from Housing Manager Trisha Isom recommending the City Council receive a presentation on the Grants Advisory Commission funding recommendations for the FY2021-22 Citizens Benefit Fund and Roseville Employees Annual Charitable Hearts (REACH) Fund applications. The combined grant awards, totaling $359,334, have been included in the proposed FY2021-22 budget. There is no General Fund impact for this item.

CC #: 1500

File #: 0103-34-02

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Housing Manager Trisha Isom made the presentation to the City Council.

Grants Advisory Commission Vice Chair Ellaison Carroll spoke on grant funding process.

Mayor Krista Bernasconi leaves the dais due to a potential conflict of interest due to source of income as her company Market Share PR has done work for Lighthouse Counseling and Family Resource Center.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to approve grant funding in the amount of $25,000 to the Lighthouse Counseling and Family Resource Center. The Motion Passed.

Roll call vote: Ayes: Alvord, Houdesheldt, Roccucci
Absent: Bernasconi, Mendonsa

Mayor Krista Bernasconi remains away from the dais due to a potential conflict of interest due to source of income as her company Market Share PR has done work for the Placer Food Bank.

Motion by Scott Alvord, seconded by Pauline Roccucci, to approve grant funding in the amount of $37,954 to the Placer Food Bank. The Motion Passed.

Roll call vote: Ayes: Alvord, Houdesheldt, Roccucci
Absent: Bernasconi, Mendonsa

Mayor Krista Bernasconi returns to the dais.

Councilmember Pauline Roccucci leaves the dais due to a potential conflict of interest as her husband Richard Roccucci serves on the Board of Directors for the Roseville Historical Society.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to approve grant funding in the amount of $5,000 to the Roseville Historical Society. The Motion Passed.

Roll call vote: Ayes: Houdesheldt, Alvord, Bernasconi
Absent: Mendonsa, Roccucci

Councilmember Pauline Roccucci remains away from the dais due to a potential conflict of interest as her husband Richard Roccucci serves on the Board of Directors for the St. Vincent de Paul Society.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to approve grant funding in the amount of $20,792 to Saint Vincent de Paul Society. The Motion Passed.

Roll call vote: Ayes: Houdesheldt, Alvord, Bernasconi
Absent: Mendonsa, Roccucci

Councilmember Pauline Roccucci returns to the dais.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to approve grant funding to the remainder of the organizations recommended by the Grants Advisory Commission. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci
Absent: Mendonsa

10. PUBLIC HEARING

10.1. Community Facilities Districts - Adoption of Updated Schedule of Maintenance Costs and Charges for Maintenance Community Facilities Districts

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-248 ADOPTING A SCHEDULE OF MAINTENANCE COSTS AND CHARGES FOR COMMUNITY FACILITIES DISTRICTS. The Schedule of Maintenance Costs and Charges for Maintenance Community Facilities Districts (CFDs) identifies costs for services provided by the City at the request of, or on behalf of, individual districts, as opposed to the public at large, and is reviewed annually. The Schedule of Maintenance Costs and Charges for Maintenance CFDs is intended to target full cost recovery in a fair and reasonable manner for all future maintenance CFDs, and annexations into existing maintenance CFDs, once implemented.. The proposed schedule of costs and charges, effective July 1, 2021 through June 30, 2022, is based on the results of a study completed in Fiscal Year 2020-21. The report is included as an attachment to this City Council communication. The fees currently in place are sufficient to recover approximately 96% of the City's service district

maintenance costs. The adjusted fees are intended to recover 100% of the maintenance costs. Implementation of this schedule of costs and charges is subject to formation of new districts, or annexations into existing districts, to which the schedule would apply; therefore, no fiscal impact is estimated at this time.

CC #: 1510

File #: 0206-03

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Krista Bernasconi opened the Public Hearing.

Assistant City Manager/Chief Executive Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the Public Hearing.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 21-248 ADOPTING A SCHEDULE OF MAINTENANCE COSTS AND CHARGES FOR COMMUNITY FACILITIES DISTRICTS. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci
Absent: Mendonsa

10.2. Community Facilities District No. 4 - Annexation of Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-246 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS; and adopt RESOLUTION NO. 21-247 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN. On August 9, 2018, the Planning Commission approved the developer's request for a Tentative Subdivision Map to subdivide a 2.4-acre parcel into ten (10) single family residential lots for the 415 East Street Subdivision project. Per the conditions of approval, the subject property shall be annexed into the Community Facilities District (CFD) No. 4 (Public Facilities) prior to approval of the Final/Parcel Map, for the purpose of covering the costs of the ongoing maintenance obligations attributable to infill development. The annexation into the CFD will not impact the City's General Fund. The property owners will pay a special tax, sufficient to pay the maintenance and administrative costs of the CFD, that will be levied annually among the parcels of real property within the CFD.

CC #: 1509

File #: 0206-03-01 & 0400-04-17 & 0400-09-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Krista Bernasconi opened the Public Hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Assistant City Clerk Helen Dreyer announced the ballot results:
Votes Eligible: 3
Votes in Favor: 3
Votes in Opposition: 0
and announced the landowners approval of the annexation

Mayor Krista Bernasconi closed the Public Hearing.

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to adopt RESOLUTION NO. 21-246 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS; and adopt RESOLUTION NO. 21-247 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci
Absent: Mendonsa

10.3. Junction Crossing Apartments - Tax Equity and Fiscal Responsibility Act Hearing

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-241 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $17,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO; and conduct a public hearing under the requirements of the Tax Equity & Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended. Junction Station, LP (“the Borrower”) has requested that the California Public Finance Authority (“CalPFA”) serve as the issuer of tax-exempt facility

bonds (the "Bonds") in an aggregate principal amount not to exceed $17,000,000. The proceeds of the Bonds will be used for the purpose of CalPFA making a loan to the Borrower in order to finance the acquisition, construction, improvement and equipping of an 80-unit multifamily rental housing project, Junction Crossing Apartments, to be located at 120 Pacific Street, Roseville, California (the "Project"). As a member of CalPFA, the City will receive a portion of the administrative fees paid by the Borrower for financing the Project, estimated to be approximately $670 annually.

CC #: 1502

File #: 0110

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Krista Bernasconi opened the Public Hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the Public Hearing.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to adopt RESOLUTION NO. 21-241 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $17,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Roccucci
Absent: Mendonsa

11. REPORTS / PUBLIC COMMENTS

No public comment received.

Jewish Center Groundbreaking in Granite Bay - Councilmember Scott Alvord spoke on event.

Wildland Firefighting Training Exercise - Councilmember Scott Alvord reported and thanked the Roseville Fire Department.

Softball Season 1st Pitch - Councilmember Scott Alvord spoke on participation with youth girls (6 year old) softball.

RCONA General Board Meeting - Councilmember Scott Alvord encouraged

residents to find their neighborhood association and participate.

Resource Conservation District - Vice Mayor Bruce Houdesheldt spoke on participation on City Council and serving in a leadership role on auxiliary districts.

Northern California Water Association - Councilmember Pauline Roccucci spoke on meeting topics.

Regional Water Authority - Councilmember Roccucci announced upcoming meeting.

Roseville Cemetery Memorial Ceremony - Councilmember Pauline Roccucci spoke on participation on event honoring veterans.

Acknowledge Development Services - Mayor Krista Bernasconi spoke on City development bus tour and thanked staff.

Apology - Mayor Krista Bernasconi extended apology to Assistant Electric Director Shawn Matchim for mistakenly calling him Eric.

Welcome To New City Attorney - Mayor Krista Bernasconi welcomed Michelle Sheidenberger.

12. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 7:45 p.m.

COUNCIL COMMUNICATION

CC #: 1582
File #: 0203-04

Title: Fire System Services - Contract Purchase Agreement Amendment
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff is requesting Council adopt a resolution to approve Contract Purchase Agreement 3000802 with Sierra Building Systems Inc., a Low Voltage Integrator, for fire system services and authorize the City Manager to execute it.

BACKGROUND

In May 2018, staff solicited proposals for multi-year citywide fire system maintenance, repair, and inspection services. Four proposals were received and the selected vendor was Sierra Building Systems, Inc. An amendment to the original Contract Purchase Agreement is needed to add $40,000 to the current contract. During Fiscal Year (FY) 2020-21, many fire and intrusion alarm panels were replaced or upgraded due to being at the end of their life cycle or needing required upgrades. This included a new fire alarm panel at the Civic Center, which was 20 years old. The additional funds will increase the total contract amount to $120,000.

FISCAL IMPACT

There is no fiscal impact associated with this amendment. Funding exists in approved Building Maintenance, Facility Rehabilitation, Parks, Electric, and Environmental Utilities budgets. Projected spending for the optional renewal years is as follows: FY2021-22-$120,000, FY2022-23-$80,000, FY2023-24-$80,000, contingent upon budget approval each 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 the maintenance and repair of fire systems meets the above criteria and is not subject to CEQA. No additional environmental review is required.

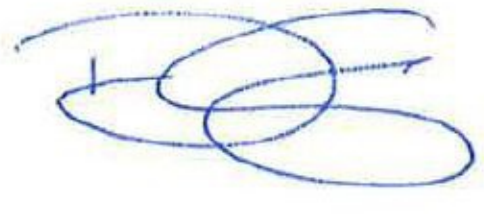
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-304

Sierra Building Systems CPA 3000802

RESOLUTION NO. 21-304

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA BUILDING SYSTEMS INC., A LOW VOLTAGE INTEGRATOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000802), for Fire System Services, by and between the City of Roseville and Sierra Building Systems Inc., a Low Voltage Integrator, 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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000802

Supplier Details:

Company	Sierra Building Systems Inc., A Low Voltage Integrator
Contact	Dave Frechette
Address	502 Giuseppe Ct Ste 11
	Roseville, CA 95678

Submit your response to:

Company	City of Roseville
Contact	Phoebe Schueler
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5734
Fax	(916) 774-5736
E-mail	PESchueler@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.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000802

Agreement	**3000802**
Agreement Date	**20-JUL-2020**
Change Order	**3**
Change Order Date	**08-JUN-2021**
Revision	**2**
Agreement Amount	**120,000.00 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
Sierra Building Systems Inc., A Low Voltage Integrator
502 Giuseppe Ct Ste 11

Roseville, CA 95678
Phone: (530) 637-5550
Fax: (530) 637-5551
Email: davef@sierrabuildingsystems.net

Description of Labor, equipment and/or materials

AMENDMENT #1

Contract Purchase Agreement number 3000802, which was executed on, 10/1/2020, is hereby modified as follows:

The Total Cost of Service payable under this agreement is modified from $80,000.00 to $120,000.00. The purchase of this modification is for additional services required.

All other provisions fo the agreement shall remain unchanged and in full force and effect.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR TISHA CHINN AT 916-774-5702 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11226	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Oct-2020	**30-Sep-2021**	**Phoebe Schueler** Phone **1-916-774-5734**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

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

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

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

Roseville Business License No. 00814654

Contractor License No. 783225

DIR Registration No. 1000000107

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

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

General - Required Coverage/Documentation

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

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

Construction: X
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	SIERRA BUILDING SYSTEMS, INC.
DATE	6/10/21

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	David Frechette
Title:	CEO

Supplier	
Signature:	
Print Name:	Kristi Frechette
Title:	CFO

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

COUNCIL COMMUNICATION

CC #: 1577
File #: 0800-03

Title: Hazardous & Non-Hazardous Waste Disposal - Contract Purchase Agreement
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Fremouw Environmental Services, Inc. to provide hazardous and non-hazardous waste disposal to Roseville Energy Park and Roseville Power Plant #2.

The RFP allowed for one optional renewal year. Staff requests authorization to continue renewing the contract without further Council approvals, contingent upon budget approval each year, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Roseville Energy Park (REP) and Roseville Power Plant #2 (RPP2) generate known waste, both hazardous and non-hazardous by design. This waste is either a by-product of the plant operations or generated by chemicals used to clean and maintain the equipment for optimal efficiency. Wastes include acid cleaning solutions, caustic cleaning solutions, oily rags, waste oil, nitrate laden purge water, and salt slurry from the zero liquid discharge process.

Roseville Electric Utility solicited proposals through RFP 07-781 for hazardous and non-hazardous waste disposal. Multiple vendors responded to the RFP. After determining the vendors were responsive and responsible, the evaluation team reviewed and scored the proposals, finding Fremouw Environmental Services, Inc. to be the most suitable vendor to provide the requested scope of services based on their safety, quality, demonstrated experience, completeness of proposal, and price.

FISCAL IMPACT

This multi-year professional services agreement will be for a period of four years, with an optional one-year extension if mutually agreed upon at the conclusion of the initial 4-year term. Total costs are not to exceed $2,000,000 based on an assumed average cost of $400,000 per year. Funding is included in the Electric Generation budget for Fiscal Year (FY) 2021-22 and will continue to be

included in future year budgets for the term of the agreement.

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 meets the above criteria and is not subject to CEQA. No additional environmental review is required.

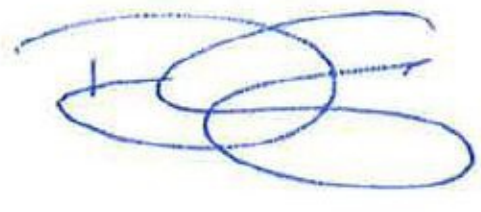
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-299

Contract Purchase Agreement

RESOLUTION NO. 21-299

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

WHEREAS, a contract purchase agreement (3001218), to provide Hazardous & Non-Hazardous Waste Disposal, by and between the City of Roseville and Fremouw Environmental Services, Inc., has been reviewed by the City Council.

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute one (1) additional one (1) year renewal without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 8E2417BF-9108-4486-B443-65659FB247B4

Contract Purchase Agreement 3001218

Supplier Details:

Company	Fremouw Environmental Services Inc
Contact	Phil Fremouw
Address	6940 Tremont Rd
	Dixon, CA 95620

Submit your response to:

Company	City of Roseville
Contact	Sue Jessup
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 746-1702
Fax	(916) 774-5736
E-mail	SJessup@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.

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CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001218

Agreement	**3001218**
Agreement Date	**03-JUN-2021**
Revision	**0**
Agreement Amount	**1,600,000.00 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	**Fremouw Environmental Services Inc** 6940 Tremont Rd Dixon, CA 95620
Phone:	(707) 448-3700
Fax:	()
Email:	pfremouw@hazwasteremoval.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #07-781 AND CONTRACTOR'S PROPOSAL THERETO TITLED GENERATION DIVISION HAZARDOUS & NON-HAZARDOUS WASTE DISPOSAL DATED 4/30/2021 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #07-781 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT TONY JOHNSON AT (916) 746-1656 OR AJOHNSON@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total agreement amount is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11541	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
08-Jul-2021	**30-Jun-2025**	**Sue Jessup** Phone **1-916-746-1702**

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

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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.

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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

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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.

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20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

Roseville Business License No. _____

Contractor License No. 1022665

DIR Registration No. 1000013758

Check mark the applicable company type below:

___X____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/2/21 JS

DocuSign Envelope ID: 8E2417BF-9108-4486-B443-65659FB247B4

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

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

Chemical/Environmental:_X__
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

Contract Purchase Agreement 3001218

	Supplier
Signature:	DocuSigned by: A41E7C6F5D7E451
Print Name:	Shawn Ball
Title:	Vice President - Commercial

	Supplier
Signature:	
Print Name:	Tyler C Kiput
Title:	Chief Financial Officer

City of Roseville, A Municipal Corporation

Signature:	
Print Name:	Dominick Casey
Title:	City Manager

COUNCIL COMMUNICATION

CC #: 1571
File #: 0203-03

Title:	Sodium Hypochlorite (BACC 13-2021) - Contract Purchase Agreement
Contact:	Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff Recommends the City Council adopt a resolution to approve a contract purchase agreement (3001210) with Olin Corporation as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 13-2021 for the supply and delivery of 12.5% sodium hypochlorite for the Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, Roseville Energy Park, and the Roseville Aquatics Complex, and authorize the City Manager to execute it on behalf of the City. The annual cost is $297,000. Funding is included in the Environmental Utilities, Roseville Electric, and Parks, Recreation and Libraries Departments' proposed FY2021-22 budgets.

The bid allowed for three optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid 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.

BACKGROUND

The Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, Roseville Energy Park, and the Roseville Aquatics Complex have ongoing requirements for 12.5% sodium hypochlorite (chlorine), which is used to sanitize the water in swimming pools and is required for use as a disinfectant at the plants. This chemical will be purchased as needed throughout the year.

In March 2021, the City participated in a regional chemical bid led by the Bay Area Chemical Consortium (BACC), with the East Bay Muni Utility District serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The annual cost is $297,000. Funding is included in the Environmental Utilities, Roseville Electric, and Parks, Recreation and Libraries Departments' proposed FY2021-22 budgets. Spending for future renewal years will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2022-23, $306,000; FY2023-24, $315,000; FY2024-25, $324,500.

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 (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect.

Therefore, the proposed contract purchase agreement does not include the potential for significant environmental effect and is not subject to CEQA.

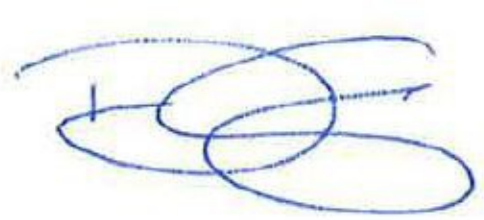
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-295

3001210 CPA

RESOLUTION NO. 21-295

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLIN CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001210) to provide Sodium Hypochlorite, between the City of Roseville and Olin Corporation, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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 three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001210

Supplier Details:

Company	Olin Corporation
Contact	John Schabacker
Address	26700 S Banta Road
	Tracy, CA 95304

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
E-mail	BPhilipp@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 3001210

Agreement	**3001210**
Agreement Date	**25-MAY-2021**
Revision	**0**
Agreement Amount	**297,000.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Olin Corporation** 26700 S Banta Road Tracy, CA 95304
Phone:	(916) 774-5488	**Phone:**	(209) 835-7204
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	JMSchabacker@olin.com

Description of Labor, equipment and/or materials

Provide 12.5% sodium hypochlorite (bleach) at a cost of $0.75 per gallon to various locations in Roseville in accordance with all specifications, attachments, terms and conditions, and the attached 2021 BACC Chemical Bid Specific Deviations of BACC Bid No.13-2021 - Sodium Hypochlorite. All deliveries must be made Monday - Friday between the hours of 7:00 a.m. and 3:00 p.m. unless otherwise specified.

Start Date: Upon Executed Agreement
End Date: 6/30/22

Please contact Stephen Peterson at (916) 746-1996 for questions regarding this agreement.

*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
	10432	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		"Becky" Rebecca Philipp Phone **1-916-774-5724**

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. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
22. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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 withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

Construction:____
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:__X__
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:	John M. Schabacker
Print Name:	John M. Schabacker
Title:	Business Director

Supplier	
Signature:	
Print Name:	
Title:	

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

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

26700 South Banta Road, Tracy, California 95304
Phone: 209/835-7204 • Fax: 209/835-9760
Internet Address: www.olinchloralkali.com

2021 BACC Chemical Bid Specific Deviations

BACC Bid 13-2021 – Sodium Hypochlorite

Olin is the largest producer/supplier of bulk sodium hypochlorite to municipal water treatment in North America and the state of California. We have successfully serviced the requirements of most of the BACC membership at one time or another in recent years including several currently. We are committed to comply with the inclusive intent of this bid and shall continue to make all good faith efforts to mutually work individually with members of the BACC on servicing their unique requirements if recommended for award of their business. Since there are some individual requirements that are undisclosed or we are unfamiliar with, we will need to review and mutually agree on these case by case with individual members as advised in the bid. These may possibly include such things as follow:

- Unattended deliveries at unmanned sites to be mutually agreed upon case by case.
- Delivery requirements at new or unfamiliar remote sites requiring metering or non-standard specialized delivery equipment requirements to be assessed and mutually agreed upon case by case. Some sites may not be safely serviceable by Olin after sites are reviewed.
- Product samples, when required for shipments, would need to be mutually agreed upon so as to provide a safe and secure process for samples to be supplied to protect drivers, site attendants and the environment.
- New delivery sites must successfully complete and meet Olin's minimum safety and security requirements site questionnaire prior to first scheduled deliveries.

In addition, we would request consideration of the following issues:

- We would like to see the product specifications consistently align with meeting limits in current published NSF STD 60 and AWWA B-300-18 standards for 12.5 weight % sodium hypochlorite. Product is produced in a continuous manufacturing process to these quality certifications and making product to many individual specifications by customer is not reasonably possible for standard operations. There are a few specific member agencies whose individual product specifications may vary from these universally defined industry standards and we're willing to discuss individual requests and clarify this case by case with members by mutual agreement. Our ISO lab analysis is included in the bid.
- We would request "insoluble matter" be removed from individual COA's reporting as this component is already managed through the "Filtration Limitations" testing noted on page 18. It cannot be analyzed and reported on the COA for every individual load without interrupting processes and timely delivery of orders. We have SPC data on regular sampling available upon request.

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

26700 South Banta Road, Tracy, California 95304
Phone: 209/835-7204 • Fax: 209/835-9760
Internet Address: www.olinchloralkali.com

- City of Sacramento – Copper and Nickel specifications levels are below detection units. Product meets NSF STD 60 and AWWA certifications.
- Acceptance of orders delivered with a min. 72 hours ARO as a standard and 24 hours in emergencies.
- Review and mutual agreement of member insurance requirements case by case.
- Note: Olin Pollution coverage is Time Element Sudden and Accidental coverage and would apply to all BACC members.

- **Bulk Shipments – Bulk bid pricing submitted is for a min. 2,000+ gal. up to 5,000 gal. one-stop deliveries.** Additional adjustments for large shipments or carrier charges for smaller or split shipments may apply individually case by case as follows:
    - **Mini-bulk Shipments –** Shipments < 2,000 gals. may incur a $600 freight adder per shipment to the bulk bid delivered price at invoice.
        - Shipments of < 600 gals. may not physically be serviceable by Olin's standard bulk tanker equipment. We can review and discuss with individual members by mutual agreement case by case. Olin reserves rights for final approval.
        - Some very small remote rural sites like Pt Reyes Station, Oakwood Lake Water, City of Morgan Hill well sites, City of Stockton well sites, Contra Costa Water District pumpstations, and Dublin San Ramon Services District Reservoir 1A and 3B pumpstations deliveries typically require specialized delivery equipment and may not be able to be safely serviced with standard bulk delivery equipment. This will require a more detailed delivery requirement and in person site assessment before acceptance of a service agreement and may be determined to be unserviceable or not meeting min. Olin safety requirements. If it's determined to be safely serviceable with standard bulk equipment, there will be a $2,000/ shipment freight surcharge plus stop charges added to base unit pricing per shipment for this specific requirement to cover the labor-intensive service required.
        - Split shipments of a min. 2,000 gals. per stop involving more than one unloading stop may incur multi-stop carrier charges of $60/unloading stop after one free unloading stop per shipment.
    - **Full Load Bulk Shipments** - Full size standard tanker bulk shipments to individual location shipments of $\geq$ 4,000 – 5,000 gals. with only one offloading stop per shipment may qualify for an additional savings off the BACC unit bulk bid pricing for >2,000 gals. Review and mutual agreement will be case by case for qualifying individual members meeting these criteria and who contract with Olin.

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
   Olin Corporation, dba Olin Chlor Alkali Products and Vinyls

2. Bidder's Street Address:
   26700 South Banta Road, Tracy, CA 95304

3. Mailing Address:
   Same

4. Business Telephone: 209-835-7204 Fax Number: 209-835-9760

5. Type of Supplier:
   □ Sole Proprietor □ Partnership ☒ Corporation □ LLC
   If Corporation, indicate State where incorporated: Virginia

6. Business License Number issued by the City where the Supplier's principal place of business is located.
   Number: 38090 Issuing City: Tracy, CA

7. Supplier Federal Tax Identification Number: 13-1872319

8. Emergency Contact: Name: Chemtrec
   Phone Number: 800-424-9300

9. Order Contact: Name: Customer Service
   Address: 16290 Katy Freeway, Suite 600, Houston, TX 77077
   Phone Number: 833-370-3737 Fax Number: N/A
   Email: CAPVCustomerServiceWest@olin.com

10. References:

Company/Agency Name	Contact Name	Phone Number
1) City of Roseville	Babette Owens, Purchasing	916-774-5704
2) City of Santa Rosa	Jennifer Myles, Sr. Buyer	707-543-3709
3) Modesto Irrigation District	Bobby Quartavoli, Buyer	209-557-1472

11. Chemical Manufacturer's name and address (if different from Bidder):
    N/A

1692799v1

OLIN CORPORATION

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that OLIN CORPORATION, a Virginia corporation (hereinafter "the Company"), has constituted and appointed, and does hereby constitute and appoint John M. Schabacker, who serves as the Company's Business Director, Western Bleach and Municipal Sales, its attorney-in-fact to act for and on behalf and in the name of the Company (1) in executing and submitting proposals in response to bid requests issued by local governmental entities, and (2) in executing and delivering sales contracts following any acceptance of such proposals, provided that such authority shall be limited in the case of proposals and contracts requiring only one signature on behalf of the Company to those proposals and contracts not exceeding a value of $500,000 in the aggregate.

And the execution of such proposals or sales contracts by such attorney-in-fact in the Company's name and on its behalf in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

This power shall be revocable at the will of the Company and shall be revoked upon the receipt by said representative of notice thereof in writing. All acts performed by said representative prior to receipt of notice of revocation are hereby ratified and confirmed on behalf of the Company.

IN WITNESS WHEREOF, OLIN CORPORATION has caused this Power of Attorney to be signed by Frank Chirumbole, its President Chlor Alkali Products Division this 27th day of March, 2014.

OLIN CORPORATION

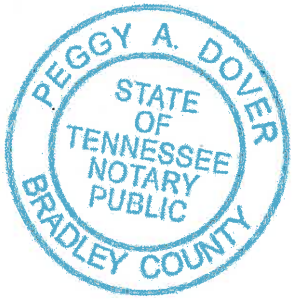
By: Frank Chirumbole
Frank Chirumbole
President, Chlor Alkali Products Division

STATE OF Tennessee

COUNTY OF Bradley

I, the undersigned Notary Public, certify that I personally know Frank Chirumbole, who signed the foregoing Power of Attorney, and further know him to have been duly elected and to be presently serving as President Chlor Alkali Products Division of Olin Corporation (the "Company"), and that he has full legal capacity to grant the foregoing Power of Attorney as a duly qualified officer and representative of the Company; that said capacity and power has not been revoked, limited or qualified; and that he acknowledged and stated that he executed the same in his capacity as President Chlor Alkali Products Division as an act of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and seal of office in the County of Bradley, State of Tennessee, on this 27th day of March, 2014.



Peggy A. Dover

Notary Public – State of Tennessee
My Commission Expires 2/21/2018

COUNCIL COMMUNICATION

CC #: 1570
File #: 0203-03

Title:	Sodium Hydroxide Solution (BACC 12-2021) - Contract Purchase Agreement
Contact:	Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve a contract purchase agreement with Univar USA Inc. as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 12-2021 for the supply and delivery of sodium hydroxide solution for the Dry Creek Wastewater Treatment Plant, Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, and the Roseville Energy Park, and authorize the City Manager to execute it on behalf of the City of Roseville. The annual cost is $1,041,000. Funding for this agreement is included in the Fiscal Year (FY) 2021-22 budget.

The bid allowed for three optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approval until the contract expires, a new contract with better pricing becomes available, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Wastewater Treatment Plants, the Water Treatment Plant, and the Roseville Energy Park have ongoing requirements for sodium hydroxide solution (caustic soda), which is used in the water treatment purification process to adjust pH and reduce corrosion in the distribution system. The chemical will be purchased as needed throughout the year.

In March 2021, the City participated in a regional chemical bid led by the Bay Area Chemical Consortium (BACC), with the East Bay Muni Utility District serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The annual cost is $1,041,000. Funding is included in the FY2021-22 budgets of the Environmental Utilities and Electric Departments. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2022-23, $1,072,000; FY2023-24, $1,104,000; FY2024-25, $1,138,000.

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 (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect.

Therefore, the proposed Contract Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

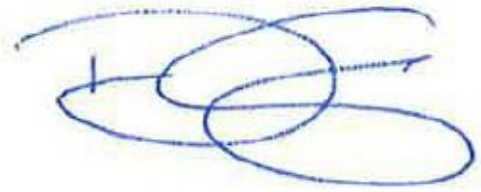
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-294

Contract Purchase Agreement

RESOLUTION NO. 21-294

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

WHEREAS, a contract purchase agreement (3001229) to provide Sodium Hydroxide Solution, between the City of Roseville and Univar Solutions USA Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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 three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001229

Supplier Details:

Company	Univar Solutions USA Inc
Contact	Jennifer Perras
Address	8201 S 212th St
	Kent, WA 98032

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
E-mail	BPhilipp@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.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001229

Agreement	3001229
Agreement Date	03-JUN-2021
Revision	0
Agreement Amount	1,041,000.00 USD

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Univar Solutions USA Inc** 8201 S 212th St Kent, WA 98032
Phone:	(916) 774-5488	**Phone:**	(253) 872-5000
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	Jennifer.perras@univarsolutions.com

Description of Labor, equipment and/or materials

Provide sodium hydroxide solution (caustic soda) to various locations in Roseville on an as needed basis in accordance with all specifications, attachments and terms and conditions of BACC Bid No. 12-2021. Pricing: 50% sodium hydroxide $436.44 per dry ton, 25% sodium hydroxide $569.58 per dry ton. Deliveries to be made Monday - Friday between the hours of 7am - 3pm.

START DATE: UPON EXECUTED AGREEMENT
END DATE: 6/30/22

Please contact Jason Fick at 916- 746-1940 for questions regarding this contract.

*Total cost listed 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
	11543	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		"Becky" Rebecca Philipp Phone **1-916-774-5724**

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

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all

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

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

Roseville Business License No. 00826087

Contractor License No. _____

DIR Registration No. 1000017807

Check mark the applicable company type below:

✓ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

Construction:____
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:__X__
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:	Shawnasey McCarthy
Title:	Municipal Commercial Manager

Supplier	
Signature:	
Print Name:	Joe Stanaway
Title:	Regional Vice President

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

DocuSign Envelope ID: 10619C59-EB50-48DB-822D-FEA7B7753C70

UnivarSolutions
Innovate. Grow. Together.

CERTIFICATE OF CORPORATE ASSISTANT SECRETARY

I, Julie Halperin, hereby certify that:

1. I am a duly elected, qualified and acting Corporate Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.

2. Pursuant to the Company's Delegation of Authority Policy, Shawnasey McCarthy, Municipal Commercial Manager has the authority to execute the Contractual Award, and Joe Stanaway, Regional Vice President Attest for "Sodium Hydroxide Solutions (Caustic Soad)" by and between the Company and the City of Roseville, California. Changes to a contract will need to be re-authorized via the Company's contract approval procedures.

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Assistant Secretary of the Company this 1st day of June 2021.

DocuSigned by:
Julie Halperin
5349535BDABA4E4...
Julie Halperin, Corporate Assistant Secretary

State of Illinois)
)
County of DuPage)

This Secretary Certificate was signed and sworn to before me on this 1st day of June 2021 by Julie Halperin, Assistant Secretary of Univar Solutions USA Inc.

COUNCIL COMMUNICATION

CC #: 1564
File #: 0203-07

Title:	LED Acorn Decorative Street Light and Retrofit Assemblies (RFQ 10-3302) – Purchase Orders
Contact:	Sue Jessup 916-746-1702 sjessup@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt resolutions to approve purchase orders, issued on an as-needed basis, to J A Momaney Services, Inc. dba JAM Services as the lowest responsive and responsible bid received for Residential and Collector Lights, and Omega Pacific Electrical Supply as the lowest responsive and responsible bid received for Residential and Collector Retrofit Assemblies in response to Request for Quotes (RFQ) No. 10-3302.

The RFQ allows for four optional renewal years at one-year intervals. Staff requests authorization to continue renewing 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.

BACKGROUND

The Electric Department has a recurring requirement for Decorative Street Lights. The City's Roseville Electric Utility owns and operates street lights within the City's boundaries and they install Decorative Street Lights for new development construction and for the replacement of aged and failed equipment.

Roseville Electric is retrofitting existing high pressure sodium (HPS) street light fixtures with LEDs. This program will improve lighting, reduce energy use, and reduce lighting maintenance costs over time.

Bidders were asked to quote unit and extended pricing by category, with residential and collector decorative lights being one category and the residential and collector retrofit assemblies being the second category. The bid was awarded separately by category.

The bid specified an estimated annual usage of 700 residential lights and 200 collector lights with the low bidder, J A Momaney Services, Inc. dba JAM Services, quoting $1,369.90 each for the residential and collector lights. The bid specified an estimated annual usage of 750 residential retrofit kits and 250 collector retrofit kits with the low bidder, Omega Pacific Electrical Supply,

quoting $495.00 each for the residential and collector retrofit kits. These quantities are derived from historical data and estimated future requirements.

The differences between the estimated annual spend of $2,000,000 for the street lights and $1,000,000 for the retrofit kits, and the bid totals of $1,232,910 (lights from J A Momaney Services, Inc. dba JAM Services) and $495,000 (retrofit kits from Omega Pacific Electrical Supply), respectively, is to allow for potentially higher than usual requirements, if needed due to recent increases in construction development projects.

The bid from NorCal Systems, LLC was deemed non-responsive because the alternate lighting product that they bid did not house the Photocell in the correct location as specified in the bid, which is needed for maintenance purposes. Photocells detect light which automates the on and off functionality of the street light.

A formal bid was issued for the LED Acorn Decorative Street Light and Retrofit Assemblies with the following vendor response:

Bidder	Totals: Lights / Retrofit Assemblies
J A Momaney dba JAM Services Sacramento, CA	**$1,232,910.00 /** $499,900.00
Omega Pacific Electrical Supply San Francisco, CA	$1,284,255.00 **/ $495,000.00**
AZCO Supply, Inc. Stockton, CA	$1,378,800.00 / $558,000.00
NorCal Systems, LLC Auburn, CA	$1,147,500.00 / ----
Anixter Inc. Benicia, CA	$1,477,800.00 / $598,000.00
WESCO Distribution Cerritos, CA	$1,359,000.00 / $550,000.00
Rexel USA, Inc. dba Platt Electric Supply Beaverton, OR	$1,287,475.00 / $521.050.00
OneSource Supply Solutions Antioch, CA	$1,393,821.00 / $563,990.00

FISCAL IMPACT

The estimated Fiscal Year (FY) 2021-22 total annual spend for lights is $2,000,000, and $1,000,000 for retrofit assemblies. Funding is included in the Electric Department's Contribution in Aid of Construction (CIAC) Capital Improvement Project budget for new construction, with the cost ultimately being paid for by the developer. Funding for aged and failed equipment is included

in the Electric Department's Electric Construction and Maintenance budget.

Spending for future renewals will be contingent upon Council approval of budgets. Estimated spending for all four optional renewal years (FY2022-23 through FY2025-26) is as follows: $2,000,000 (lights) and $1,000,000 (retrofit assemblies) per 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.

The purchase of LED Acorn Decorative Street Light and Retrofit Assemblies meets the above criteria and is not subject to CEQA. No additional environmental review is required.

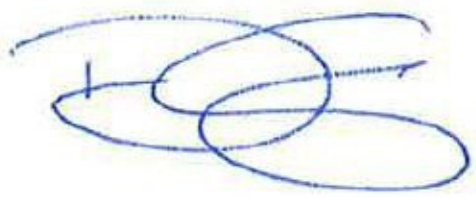
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-288

Resolution 21-289

RESOLUTION NO. 21-288

APPROVING A PURCHASE ORDER FOR RESIDENTIAL AND COLLECTOR LIGHTS

WHEREAS, a purchase order for Residential and Collector Lights, between the City of Roseville and J A Momaney Services, Inc. dba JAM Services, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RESOLUTION NO. 21-289

APPROVING A PURCHASE ORDER FOR RESIDENTIAL AND COLLECTOR RETROFIT ASSEMBLIES

WHEREAS, a purchase order for Residential and Collector Retrofit Assemblies, between the City of Roseville and Omega Pacific Electrical Supply, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1558
File #: 0203-07

Title: Decorative Street Light Poles and Bases (RFQ 10-3304) – Purchase Order
Contact: Sue Jessup 916-746-1702 sjessup@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve purchase orders issued on an as-needed basis to AZCO Supply, Inc. as the lowest responsive and responsible bid received for decorative street light poles and bases in response to a request for quotes (RFQ) (10-3304). The estimated total award for the initial contract period through June 30, 2022, is $1,000,000.

The RFQ allows for four optional renewal years at one-year intervals. Staff requests authorization to continue renewing 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.

BACKGROUND

The Roseville Electric Utility has a recurring requirement for decorative street light poles and bases. The Utility operates street lights within the City's boundaries. They install decorative street light poles and bases for new development construction and replace aged and failed equipment.

Bidders were asked to quote unit and extended pricing for the decorative street light poles and bases. The bid specified an estimated annual usage of 300 each of the poles and bases with the low bidder, AZCO Supply, Inc., quoting $711 each for the poles and $429 each for the bases. These quantities are derived from historical data and estimated future requirements.

The difference between the estimated annual spend of $1,000,000 and the bid total of $342,000 allows for potentially higher than usual requirements if needed due to recent increases in construction development projects.

A formal bid was issued for the Decorative Street Light Poles and Bases with the following vendor responses:

Bidder	Manufacturer	Total
AZCO Supply, Inc. Stockton, CA	**Alliance**	**$342,000.00**

J A Momaney dba JAM Services Sacramento, CA	Whatley	$375,540.00
Rexel USA Inc. dba Platt Electrical Supply Beaverton, OR	Whatley	$386,526.32
Anixter Inc. Benicia, CA	Whatley	$390,600.00
WESCO Distribution Cerritos, CA	Whatley	$389,400.00
Omega Pacific Electrical Supply San Francisco, CA	Whatley	$374,544.00
OneSource Supply Solutions Antioch, CA	Whatley	$382,464.00
General Wholesale Electric Supply Auburn, CA	Whatley	$407,400.00

FISCAL IMPACT

The estimated total annual spend is $1,000,000 for Fiscal Year (FY) 2021-22. Funding is included in the Electric Department's Contribution in Aid of Construction (CIAC) Capital Improvement Project budget for new construction, with the cost ultimately being paid for by the developer. Funding for aged or replacement poles and bases is included in the Electric Department's Electric Construction and Maintenance budget.

Spending for optional renewals will be contingent upon Council approval of budgets. Estimated spending for the optional renewal years is as follows: FY2022-23 $1,000,000; FY2023-24 $1,000,000; FY2024-25 $1,000,000; FY2025-26 $1,000,000.

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 decorative street lights and poles meets the above criteria and is not subject to CEQA. No additional environmental review is required.

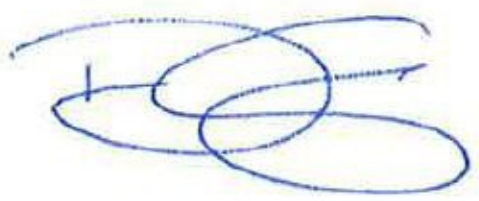
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-285

RESOLUTION NO. 21-285

APPROVING A PURCHASE ORDER FOR DECORATIVE STREET LIGHT POLES AND BASES

WHEREAS, a purchase order for Decorative Street Light Poles and Bases as needed, between the City of Roseville and AZCO Supply, Inc., has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1578
File #: 0800-03

Title:	Western Area Power Administration - Letter of Agreement Update
Contact:	Julie Manfredi 916-774-5674 jmanfredi@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City Manager or Electric Utility Director to execute the Update to Letter of Agreement with Western Area Power Administration (WAPA) for compliance monitoring of North American Electric Reliability Corporation (NERC) Reliability Standards.

BACKGROUND

Roseville Electric Utility and WAPA entered into Interconnection Contract 04-SNR-00850 on December 23, 2004. On July 27, 2018 the parties executed LOA 18-SNR-02164 to delineate responsibilities for distinct NERC Reliability Standards that specifies the ownership, operation and maintenance activities of equipment at the Fiddyment Substation. LOA 20-SNR-02416 carries forth the terms and conditions of LOA 18-SNR-02164 and adds new responsibilities as of April 1, 2021 to reflect the current list of requirements for NERC Reliability Standards.

FISCAL IMPACT

The original LOA 18-SNR-02164 established the annual compliance cost going forward since 2018. Funding for the additional $400 per year is included in the Electric Department's 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 Update to Letter of Agreement with Western Area Power Administration - Reliability Standards meets the above criteria and is not subject to CEQA. No additional environmental

review is required.

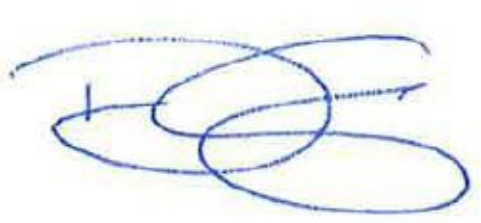
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Julie Manfredi, Electric Compliance Analyst

Michelle Bertolino, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-300

WAPA LOA 20-SNR-02416.Redline

WAPA LOA 20-SNR-02416.Final

WAPA LOA 20-SNR-02416 Exhibit A.Final

RESOLUTION NO. 21-300

APPROVING THE UPDATE TO LETTER OF AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION AND AUTHORIZING THE CITY MANAGER OR ELECTRIC UTILITY DIRECTOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on December 23, 2004, the City entered into Interconnection Contract 04-SNR-00850 with the Department of Energy, Western Area Power Administration; and

WHEREAS, on July 27, 2018, the parties executed Letter of Agreement (LOA) 18-SNR-02164 to delineate responsibilities for distinct North American Electric Reliability Corporation (NERC) Reliability Standards that specifies the ownership, operation and maintenance activities of equipment at the Fiddyment Substation; and

WHEREAS, Letter of Agreement 20-SNR-02416 carries forth the terms and conditions of LOA 18-SNR-02164 and adds new responsibilities as of April 1, 2021 to reflect the current list of requirements for NERC Reliability Standards; and

WHEREAS, the update to the Letter of Agreement has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said update to the Letter of Agreement is approved and that the City Manager or Electric Utility Director is authorized to execute it and future Letters of Agreement which are determined to be substantially similar by the City Attorney on behalf of the City of Roseville upon receipt and approval of all required documents by the City Attorney.

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

Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, CaliforniaCA 95630-
471O4710

JUL 27 2018

Sent Via E-Mail

Letter of Agreement 1820-SNR-
021602416

Ms. Michelle Bertolino
Electric Utility Director
City of Roseville
Electric Department
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

Dear Ms. Bertolino:

On December 23, 2004, the Western Area Power Administration, Sierra Nevada Region (WAPA)), and the City of Roseville, Electric Department (Roseville), individually known as ""Party"" or collectively as ""Parties"",", entered into Interconnection Contract 04-SNR-00850 (Contract for Interconnection), which specifies the ownership, operation, and maintenance responsibilities of facilities at the Fiddyment Substation[1]. The Substation[1]. In addition, the Contract for Interconnection specifies that WAPA is responsible for all operationsoperation and maintenance, at Roseville'sRoseville's cost, for the 230-kilovolt (kV) portion of the Fiddyment Substation facilities up to the high side bushing of the 230/60/12-kV transformers, including, but not limited to, the equipment listed in Section 16.5 of the Interconnection Contract.

The On July 27, 2018, the Parties are entering into thisexecuted Letter of Agreement 18-SNR-02164 (LOA) to delineate 02164). LOA 02164 delineated responsibilities under the Contract for Interconnection related to specific Reliability Standards that have been developed by and are subject to the compliance monitoring and enforcement activities of the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC). Both NERC and WECC conduct relevant activities pursuant to the authority granted them by the Federal Energy Regulatory Commission (FERCFERC), which is responsible for the oversight of such activities.

The Parties are entering into this Letter of Agreement, 20-SNR-02416 (LOA) to carry forth the terms and conditions of LOA 02164 and memorialize new responsibilities as of

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April 1, 2021, to reflect the current list of NERC Reliability Standards and applicable requirements.

[1] "Fiddyment Substation" shall mean the substation located on Fiddyment Road, Roseville, California.

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The Parties agree to the following:

1. Exhibit A, attached hereto, contains the NERC Reliability Standards compliance-related tasks WAPA will perform. Roseville expects this LOA and Exhibit A will serve as part of the overall documentation that may be provided or referenced when Roseville, the Responsible Entity, is audited by WECC, NERC, or ~~FERC~~FERC. The Parties agree to negotiate in good faith to modify Exhibit A to this LOA, as necessary, to reflect future Reliability Standards.

~~"Fiddyment Substation" shall mean the substation located on Fiddyment Road, Roseville, California.~~

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~~8.~~2. In addition to meeting the Reliability Standards and the requirements mandated by FERC, WAPA collects and retains ~~all applicable~~ documentation ~~that has been~~ of adherence to compliance delegated to WAPA under this LOA. Depending upon the documentation classification (refer to Section 3), WAPA agrees to provide Roseville ~~with the documentation listed in Exhibit A on an annual basis, or as required. Roseville may use such documentation to confirm compliance with applicable requirements, to provide evidence of compliance to WECC or other authorities (e.g., for a Spot Check or Compliance Audit), however WAPA does not assume liability in the event that Roseville is determined to be non-compliant for any reason. The documentation provided by WAPA, which may include information on WAPA's transmission system, can be in either~~ electronic or hard copy ~~format~~documents as requested by Roseville, WECC, or NERC~~, but~~ to demonstrate adherence to the compliance standards and requirements. Documentation must be clearly labeled regarding the requirements of the Reliability Standards with which they demonstrate compliance. ~~Any questions regarding such documentation should be made in writing to one of WAPA's representatives as identified on the contact list provided with this LOA as Exhibit B. WAPA and Roseville shall update Exhibit B as necessary going forward~~Electronic copies of documents may be transferred to Roseville via a secured application agreed to by both parties. Roseville may use such documentation to confirm compliance with applicable requirements and to provide evidence of compliance to WECC or other authorities.

3. Information Protection: In some cases, WAPA system or procedural documentation content may be designated as sensitive information and must follow current WAPA departmental procedures regarding the protection and dissemination of such information. In cases where documentation can be provided, WAPA may utilize a secured file transfer portal to provide such documentation to Roseville. In cases where documentation cannot be provided, WAPA may show adherence to the NERC compliance standards and requirements listed in Exhibit A by establishing an electronic review of documentation via a secured session (WebEx for example). The review may include transmission system and support process documentation in electronic or hard copy format as requested by Roseville, WECC, or NERC. Documentation must be clearly labeled regarding the requirements of the Reliability Standards with which they demonstrate compliance and any questions regarding such documentation should be made through WAPA's representatives.

~~9.~~4. At any time WAPA believes it is non-compliant with any requirements of any applicable mandatory Reliability Standards that Roseville has delegated to WAPA according to this LOA and Exhibit A, WAPA shall immediately notify Roseville, and provide documentation to Roseville ~~regarding the matter by using the contact information in Exhibit B.~~ If requested by Roseville, WAPA shall provide Roseville with assistance and information necessary to properly prepare Compliance Violation Self ~~-~~Reporting Forms and Mitigation Plans that Roseville may submit to WECC.

~~10.~~5. Payment to WAPA:

5.1 Upon execution of this LOA, WAPA will send Roseville a bill for collection for the annual cost to perform the activities set forth in this LOA ~~and Exhibit A of Twelve Thousand, Three Hundred ($12,300.00) Dollars.~~.

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~~10.1~~

~~10.2~~5.2 Roseville shall remit payment to WAPA following the instructions on the bill for collection.

~~10.3~~5.3 WAPA will establish a WAPA-managed, non-interest-~~-~~bearing trust account, and have the funds advanced by Roseville collected into such account. Any funds in the trust account created for the initial LOA (LOA 02164) will be transferred to a new trust account created after this updated LOA is executed..

~~10.4~~5.4 WAPA will charge its time associated with the work it provides pursuant to this LOA and Exhibit A to the work order number established for the trust account.

~~10.5~~5.5 WAPA may update the annual cost estimate contained in Exhibit A to reflect future costs for performing the activities in this LOA. If WAPA updates the cost estimate in Exhibit A, WAPA shall provide a revised Exhibit A to Roseville.

~~10.6 On an annual basis on the anniversary date of the execution of this LOA,~~ WAPA will bill Roseville for the estimated costs set forth in Exhibit A ~~for WAPA on an annual basis~~ to

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5.6 continue performing the activities identified in this LOA and Exhibit A for the upcoming year.

~~10.7~~5.7 WAPA will continuously monitor the account balance during the term of this LOA. If, at any time, WAPA determines that the balance in the trust account is not sufficient to cover ~~WAPA's~~WAPA's estimated costs to perform the activities under this LOA and Exhibit A, WAPA shall notify Roseville and promptly invoice Roseville for additional funding as appropriate. Such additional funding shall be due within twenty (20) calendar days of the date of the invoice. ~~Failure on the part of Roseville~~Roseville's failure to advance the additional funding requested by WAPA shall result in a delay or cessation of all work by WAPA under this LOA and Exhibit A.

~~10.8~~5.8 Upon termination of this LOA, and after all financial obligations have been met, WAPA shall return the unobligated balance of the trust account funds, without interest, to Roseville within ninety (90) days.

6. This LOA shall become effective upon execution by Roseville and shall remain in effect concurrent with the term of the Contract ~~for Interconnection.~~. Either party may terminate this LOA with twelve (12) months advance written notice to the other Party. This LOA may be superseded or amended upon mutual agreement of Roseville and WAPA. Upon execution, this LOA shall supersede and terminate LOA 02164.

7. Execution by Counterparts: This LOA may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this LOA may be detached by any counterpart of this LOA without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this LOA identical in form hereto, by having attached to it one or more signature pages.

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8. Electronic Signatures: The Parties agree that this LOA may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

If you ~~are in agreement~~agree with the terms and conditions of this LOA, please have the appropriate official sign ~~and~~, date ~~both originals~~, have the signatures attested, and return ~~one~~ to Mr. Joshua Blake~~, mail code N6205~~, at ~~this office.~~jblake@wapa.gov.

Sincerely,

Sonja A. Anderson
Senior Vice President and
Sierra Nevada Regional Manager

City of~~In Duplicate~~

~~f~~ Roseville, ~~City~~~~Electric Department~~

By: Name: Michelle Bertolino
Attest Title: Electric Utility Director Name: ~~Address: 2090 Hilltop Drive~~
By: Roseville, CA 95747 Title:
Date:

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EXHIBIT A
Estimated Annual Costs

1. This Exhibit A to be effective under and as a part of Letter of Agreement ~~18~~ 20-SNR-~~02164~~02416 (LOA~~)~~), shall become effective upon execution of the LOA; and shall remain in effect until superseded by another Exhibit A or termination of the LOA.

2. The estimated annual cost for WAPA to perform these tasks is listed below:

Annual Cost Estimate

Year	2021	2022	2023	2024	2025
Total	$12,259.84	$12,639.90	$13,031.73	$13,435.72	$13,852.22

3. WAPA reserves the right to revise this Exhibit A, as needed, to reflect the annual estimated cost for performing these services.

4. The tables below contain the ~~NERC~~current version of North American Electric Reliability ~~Standard requirement related tasks~~ Corporation (NERC) Standards and Requirements obligations for the 230-kilovolt (kV) portion of the Fiddyment Substation facilities up to the high side-~~1.~~bushing of the 230/60/12-kV transformers, including, but not limited to, the equipment listed in Section 16.5 of the Contract for Interconnection, as required by the NERC Reliability Standards and Requirements applicable to Roseville, which are in effect as of the execution date of ~~this~~the LOA.

~~2.1.The estimated annual cost for WAPA to perform these tasks is $12,300.00. WAPA reserves the right to revise this Exhibit A, as needed, to reflect the annual estimated cost for performing these services.~~

~~3.~~4.1 Operations and Planning Standards:

Standard Number	Standard Name	Effective Date	Requirements
PRC-004	Protection System Misoperation Identification and Correction	04/01/2021	R1, R2, R3, R5, R6
PRC-005~~-6~~	Protection System, Automatic Reclosing, and Sudden Pressure Relaying Maintenance	1/1/2016	R1, R3, R5
PRC-023~~-4~~	Transmission Relay Loadability	4/1/2017	R1, R2
PRC-027	Coordination of Protection Systems for Performance During Faults	04/1/2021	R1, R2, R3

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EOP-004	Event Reporting	04/01/2019	R1, R2

~~Standard Number~~	~~Standard Name~~	~~Effective Date~~	~~Requirements~~
~~CIP-002-5.1a~~	~~Cyber Security - BES Cyber System Categorization~~	~~12/27/2016~~	~~R1, R2~~

~~5.~~4.2 Critical Infrastructure Protection (CIP) Standards ~~4.1~~

~~CIP-002-5.1 BES Cyber System Categorization R1 and R2 are applicable to the responsible entities which own or operate assets at~~

Standard Number	Standard Name	Effective Date	Requirements
CIP-002	Cyber Security – BES Cyber System Categorization	12/27/2016	R1, R2

~~4.1.1.~~ Fiddyment Substation~~.~~

~~4.1.2.~~4.3 ~~Pursuant to Section 4.1 above,~~ is categorized as an asset that contains low impact BES Cyber Systems by both WAPA and Roseville ~~and WAPA perform R1 and R2 of~~per CIP-002 ~~5.1 for assets under their operational control at Fiddyment Substation~~ R1 BES Cyber System Categorization criteria.

~~4.1.3.~~4.4 WAPA performs ~~this~~ the CIP-002 identification and categorization ~~for assets~~process for Fiddyment to identify the applicable BES Cyber Systems that are owned by Roseville~~,~~ but under ~~the~~ operational control of WAPA per ~~the~~ Contract ~~for~~04-SNR-00850 Interconnection~~.~~ Contract (Contract).

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~~4.1.4.~~4.5 Roseville performs ~~this~~ the CIP-002 identification and categorization ~~for assets~~process for Fiddyment to identify the applicable BES Cyber Systems that are owned and ~~are~~ under the operational control of Roseville per the Contract ~~for Interconnection~~.

~~Fiddyment Substation, as a transmission asset evaluated under CIP-002-5.1, has been designated as an asset that contains low impact BES Cyber Systems by both WAPA and Roseville. It is anticipated that this designation will continue into the future.~~

~~4.2.~~

Standard Number	Standard Name	Effective Date	Requirements
CIP-003-~~6~~8	Cyber Security~~—~~ Security Management Controls	~~7~~4/1/~~2016~~ 2020	R1, R2, R3, R4

~~4.2.1.~~4.6 CIP-003-~~6~~8 Cyber Security~~- --~~ Security Management Controls, R1 through R4 are applicable to both WAPA and Roseville at Fiddyment Substation.

~~4.2.2.~~4.7 ~~WAPA's tasks~~WAPA performs compliance obligations for ~~the~~Roseville's equipment at Fiddyment ~~Substation~~that is under ~~its~~WAPA's operational control ~~under~~ . WAPA retains compliance documentation to meet the CIP-003 ~~-6 are outlined~~ standard and requirements listed in ~~the LOA~~this section.

~~4.2.3.~~4.8 CIP-003-~~6~~8 R2 Attachment 2, Section 2 - Physical Security Controls. Roseville owns and operates the Physical Access Control System (PACS) that ~~control~~controls physical entry and exit of the Fiddyment Substation and 230-kV/60-kV control building by both WAPA and Roseville personnel. WAPA will provide compliance support to Roseville as needed for this requirement.

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~~EXHIBIT B~~
~~CONTACT INFORMATION~~

~~This Exhibit B to be effective under and as a part of Letter of Agreement 18-SNR-02164, (LOA) shall become effective upon execution of the LOA; and shall remain in effect until superseded by another Exhibit B or termination of the LOA.~~

~~Western Area Power Administration:~~

~~Name: Dawn Roth Lindell~~
~~Title: Acting Senior Vice President and Sierra Nevada Regional Manager~~
~~Phone: 916-353-4418~~
~~Email: lindell@wapa.gov~~
~~Address: 114 Parkshore Drive, Folsom, CA 95630~~

~~Name: Ann Craig~~
~~Title: Reliability Compliance Management Specialist~~
~~Phone: 916-353-4514~~
~~Email: craig@wapa.gov~~
~~Address: 114 Parkshore Drive, Folsom, CA 95630~~

~~Name: Sandee Peebles~~
~~Title: Contract Representative/Public Utilities Specialist~~
~~Phone: 916-353-4454~~
~~Email: peebles@wapagov~~
~~Address: 114 Parkshore Drive, Folsom, CA 95630~~

5. Inventory of Equipment or Assets

Regularly, Roseville and WAPA meet to review and update as necessary the inventory of equipment and/or assets at Fiddyment to ensure coverage of compliance applicability.

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~~City of~~ **~~Roseville:~~**

~~Name: Michelle Bertolino~~
~~Title: Electric Utility Director~~
~~Phone: 916-774-5603~~
~~Email: mbertolino@roseville.ca.us~~
~~Address: 2090 Hilltop Circle, Roseville, CA 95747~~

~~Name: Julie Manfredi~~
~~Title: Electric Compliance Analyst~~
~~Phone: 916-774-5674~~
~~Email: jmanfredi@roseville.ca.us~~
~~Address: 2090 Hilltop Circle, Roseville, CA 95747~~

~~Name: Title: Phone: Email: Address:~~

~~Name: Title: Phone: Email: Address:~~

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~~Chris Porter, P.E. Senior Power Engineer~~
~~916-774-5615~~
~~cporter@roseville.ca.us~~
~~2090 Hilltop Circle, Roseville, CA 95747~~

~~Mark Wilhelm~~
~~Power Engineering Manager 916-774-5604~~
~~mwilhelm@roseville.ca .us~~
~~2090 Hilltop Circle, Roseville, CA 95747~~

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Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Sent Via E-Mail

Letter of Agreement 20-SNR-02416

Ms. Michelle Bertolino
Electric Utility Director
Electric Department
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

Dear Ms. Bertolino:

On December 23, 2004, Western Area Power Administration (WAPA), and City of Roseville, Electric Department (Roseville), individually known as "Party" or collectively as "Parties", entered into Interconnection Contract 04-SNR-00850 (Contract), which specifies the ownership, operation, and maintenance responsibilities of facilities at the Fiddyment Substation[1]. In addition, the Contract specifies that WAPA is responsible for all operation and maintenance, at Roseville's cost, for the 230-kilovolt (kV) portion of the Fiddyment Substation facilities up to the high side bushing of the 230/60/12-kV transformers, including, but not limited to, the equipment listed in Section 16.5 of the Contract.

On July 27, 2018, the Parties executed Letter of Agreement 18-SNR-02164 (LOA 02164). LOA 02164 delineated responsibilities under the Contract related to specific Reliability Standards that have been developed by and are subject to the compliance monitoring and enforcement activities of the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC). Both NERC and WECC conduct relevant activities pursuant to the authority granted them by the Federal Energy Regulatory Commission (FERC), which is responsible for the oversight of such activities.

The Parties are entering into this Letter of Agreement, 20-SNR-02416 (LOA) to carry forth the terms and conditions of LOA 02164 and memorialize new responsibilities as of April 1, 2021, to reflect the current list of NERC Reliability Standards and applicable requirements.

[1] "Fiddyment Substation" shall mean the substation located on Fiddyment Road, Roseville, California.

The Parties agree to the following:

1. Exhibit A, attached hereto, contains the NERC Reliability Standards compliance-related tasks WAPA will perform. Roseville expects this LOA and Exhibit A will serve as part of the overall documentation that may be provided or referenced when Roseville, the Responsible Entity, is audited by WECC, NERC, or FERC. The Parties agree to negotiate in good faith to modify Exhibit A to this LOA, as necessary, to reflect future Reliability Standards.

2. In addition to meeting the Reliability Standards and the requirements mandated by FERC, WAPA collects and retains documentation of adherence to compliance delegated to WAPA under this LOA. Depending upon the documentation classification (refer to Section 3), WAPA agrees to provide Roseville electronic or hard copy documents as requested by Roseville, WECC, or NERC to demonstrate adherence to the compliance standards and requirements. Documentation must be clearly labeled regarding the requirements of the Reliability Standards with which they demonstrate compliance. Electronic copies of documents may be transferred to Roseville via a secured application agreed to by both parties. Roseville may use such documentation to confirm compliance with applicable requirements and to provide evidence of compliance to WECC or other authorities.

3. Information Protection: In some cases, WAPA system or procedural documentation content may be designated as sensitive information and must follow current WAPA departmental procedures regarding the protection and dissemination of such information. In cases where documentation can be provided, WAPA may utilize a secured file transfer portal to provide such documentation to Roseville. In cases where documentation cannot be provided, WAPA may show adherence to the NERC compliance standards and requirements listed in Exhibit A by establishing an electronic review of documentation via a secured session (WebEx for example). The review may include transmission system and support process documentation in electronic or hard copy format as requested by Roseville, WECC, or NERC. Documentation must be clearly labeled regarding the requirements of the Reliability Standards with which they demonstrate compliance and any questions regarding such documentation should be made through WAPA's representatives.

4. At any time WAPA believes it is non-compliant with any requirements of any applicable mandatory Reliability Standards that Roseville has delegated to WAPA according to this LOA and Exhibit A, WAPA shall immediately notify Roseville, and provide documentation to Roseville. If requested by Roseville, WAPA shall provide Roseville with assistance and information necessary to properly prepare Compliance Violation Self-Reporting Forms and Mitigation Plans that Roseville may submit to WECC.

5. Payment to WAPA:

   5.1 Upon execution of this LOA, WAPA will send Roseville a bill for collection for the annual cost to perform the activities set forth in this LOA.

5.2 Roseville shall remit payment to WAPA following the instructions on the bill for collection.

5.3 WAPA will establish a WAPA-managed, non-interest-bearing trust account, and have the funds advanced by Roseville collected into such account. Any funds in the trust account created for the initial LOA (LOA 02164) will be transferred to a new trust account created after this updated LOA is executed..

5.4 WAPA will charge its time associated with the work it provides pursuant to this LOA and Exhibit A to the work order number established for the trust account.

5.5 WAPA may update the annual cost estimate contained in Exhibit A to reflect future costs for performing the activities in this LOA. If WAPA updates the cost estimate in Exhibit A, WAPA shall provide a revised Exhibit A to Roseville.

5.6 WAPA will bill Roseville for the estimated costs set forth in Exhibit A on an annual basis to continue performing the activities identified in this LOA and Exhibit A for the upcoming year.

5.7 WAPA will continuously monitor the account balance during the term of this LOA. If, at any time, WAPA determines that the balance in the trust account is not sufficient to cover WAPA's estimated costs to perform the activities under this LOA and Exhibit A, WAPA shall notify Roseville and promptly invoice Roseville for additional funding as appropriate. Such additional funding shall be due within twenty (20) calendar days of the date of the invoice. Roseville's failure to advance the additional funding requested by WAPA shall result in a delay or cessation of all work by WAPA under this LOA and Exhibit A.

5.8 Upon termination of this LOA, and after all financial obligations have been met, WAPA shall return the unobligated balance of the trust account funds, without interest, to Roseville within ninety (90) days.

6. This LOA shall become effective upon execution by Roseville and shall remain in effect concurrent with the term of the Contract. Either party may terminate this LOA with twelve (12) months advance written notice to the other Party. This LOA may be superseded or amended upon mutual agreement of Roseville and WAPA. Upon execution, this LOA shall supersede and terminate LOA 02164.

7. Execution by Counterparts: This LOA may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this LOA may be detached by any counterpart of this LOA without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this LOA identical in form hereto, by having attached to it one or more signature pages.

8. Electronic Signatures: The Parties agree that this LOA may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

If you agree with the terms and conditions of this LOA, please have the appropriate official sign, date, have the signatures attested, and return to Mr. Joshua Blake at jblake@wapa.gov.

Sincerely,

Sonja A. Anderson
Senior Vice President and
Sierra Nevada Regional Manager

City of Roseville

By:_____
Name: Michelle Bertolino
Title: Electric Utility Director
Address: 2090 Hilltop Drive
Roseville, CA 95747
Date:_____

Attest
Name:_____
By:_____
Title:_____

EXHIBIT A
Estimated Annual Costs

1. This Exhibit A to be effective under and as a part of Letter of Agreement 20-SNR-02416 (LOA), shall become effective upon execution of the LOA; and shall remain in effect until superseded by another Exhibit A or termination of the LOA.

2. The estimated annual cost for WAPA to perform these tasks is listed below:

Annual Cost Estimate

Year	2021	2022	2023	2024	2025
Total	$12,259.84	$12,639.90	$13,031.73	$13,435.72	$13,852.22

3. WAPA reserves the right to revise this Exhibit A, as needed, to reflect the annual estimated cost for performing these services.

4. The tables below contain the current version of North American Electric Reliability Corporation (NERC) Standards and Requirements obligations for the 230-kilovolt (kV) portion of the Fiddyment Substation facilities up to the high side bushing of the 230/60/12-kV transformers, including, but not limited to, the equipment listed in Section 16.5 of the Contract for Interconnection, as required by the NERC Reliability Standards and Requirements applicable to Roseville, which are in effect as of the execution date of the LOA.

4.1 Operations and Planning Standards:

Standard Number	Standard Name	Effective Date	Requirements
PRC-004	Protection System Misoperation Identification and Correction	04/01/2021	R1, R2, R3, R5, R6
PRC-005	Protection System, Automatic Reclosing, and Sudden Pressure Relaying Maintenance	1/1/2016	R1, R3, R5
PRC-023	Transmission Relay Loadability	4/1/2017	R1, R2
PRC-027	Coordination of Protection Systems for Performance During Faults	04/1/2021	R1, R2, R3
EOP-004	Event Reporting	04/01/2019	R1, R2

4.2 Critical Infrastructure Protection (CIP) Standards

Standard Number	Standard Name	Effective Date	Requirements
CIP-002	Cyber Security – BES Cyber System Categorization	12/27/2016	R1, R2

4.3 Fiddyment Substation is categorized as an asset that contains low impact BES Cyber Systems by both WAPA and Roseville per CIP-002 R1 BES Cyber System Categorization criteria.

4.4 WAPA performs the CIP-002 identification and categorization process for Fiddyment to identify the applicable BES Cyber Systems that are owned by Roseville but under operational control of WAPA per Contract 04-SNR-00850 Interconnection Contract (Contract).

4.5 Roseville performs the CIP-002 identification and categorization process for Fiddyment to identify the applicable BES Cyber Systems that are owned and under the operational control of Roseville per the Contract.

Standard Number	Standard Name	Effective Date	Requirements
CIP-003	Cyber Security–Security Management Controls	4/1/2020	R1, R2, R3, R4

4.6 CIP-003 Cyber Security -- Security Management Controls, R1 through R4 are applicable to both WAPA and Roseville at Fiddyment Substation.

4.7 WAPA performs compliance obligations for Roseville's equipment at Fiddyment that is under WAPA's operational control. WAPA retains compliance documentation to meet the CIP-003 standard and requirements listed in this section.

4.8 CIP-003 R2 Attachment 2, Section 2 - Physical Security Controls. Roseville owns and operates the Physical Access Control System (PACS) that controls physical entry and exit of the Fiddyment Substation and 230-kV/60-kV control building by both WAPA and Roseville personnel. WAPA will provide compliance support to Roseville as needed for this requirement.

5. Inventory of Equipment or Assets
Regularly, Roseville and WAPA meet to review and update as necessary the inventory of equipment and/or assets at Fiddyment to ensure coverage of compliance applicability.

COUNCIL COMMUNICATION

CC #: 1581
File #: 0704-01-01

Title:	F-51 School/Park - Master Plan Approval and Professional Design Services Agreement
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the master plan for the F-51 School/Park in the Fiddyment Farm area of the West Roseville Specific Plan and adopt a resolution to approve a professional design services agreement with Verde Design, Inc. and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

Location, Size, and Type of Park

This 12.15-acre park site is located adjacent to Riego Creek Elementary in the Fiddyment Farm area of West Roseville off of North Hayden and Holt Parkways.

Master Plan Proposal

The master plan proposes a design that includes a children's play and swing area, shaded picnic area, off-street parking, two baseball/softball fields, a restroom, a perimeter looped trail with mileage markers, and a small outdoor classroom area.

Public Outreach

Two virtual public workshops were held to seek resident input. On October 7, 2020, the first occurred where attendees were provided information regarding the planning process, and input was gathered on desired park amenities. Approximately 15 residents attended.

Based on the feedback received at the first meeting, a resident survey was sent asking the surrounding neighborhoods to prioritize amenities, make additional suggestions, share what excites them about the park, and outline what concerns them about the park. Sixty-two people completed the survey.

A park concept sketch was developed that balanced the feedback provided from the virtual meeting and the survey. The sketch also considered the needs within the wider Fiddyment Farm/West Roseville community, either the existence or non-existence of parks and recreation

amenities within a mile of this park, concerns about the park, as well as what is planned at the adjacent school. The goal is to provide a balance in addressing the recreational needs of the entire community, avoid duplication with school provided elements that will also help meet recreational needs, to provide appropriate access to formal/active/programmed and informal/passive/self-directed recreation for all generations in this geographical area, to alleviate expressed concerns and to stay on budget.

An updated concept sketch that considered current and future needs for this growing community was presented at a second public workshop held on December 9, 2020. Approximately 25 people attended. A show of hands of those attending the second meeting indicated overwhelming support for the revision.

Both virtual workshops were recorded and are viewable online at www.roseville.ca.us/parksintheworks.

The two week write in period began April 7 and closed on April 21, 2021. As of the closing of the comment period, five emails were received. One indicated support, and the other four had comments. Due to the smaller response, the comment period was extended to April 27, 2021. Emails to past attendees were sent indicating the extension. Three more responses were received. All were in support of the proposed master plan.

Parks & Recreation Commission

The master plan was presented at the May 5, 2021, Parks & Recreation Commission meeting. The Commission voted to recommend the plan to the Council, pending environmental clearance.

Design-Assist- Build Professional Design Agreement

Staff also requests approval of a professional design services agreement with Verde Design Inc. A request for proposal (RFP) was issued in January 2021. Submissions were due on March 11, 2021. Six responses were submitted. After a thorough review, the panel selected Verde Design, Inc. for this project. The agreement is for $166,214, and funding for this agreement is available in a capital improvement project. The agreement amount includes contract costs, reimbursable expenses, and contingency. The work will be performed as a Design-Assist-Build contract. This delivery model was chosen to achieve a higher level of cost controls, be more efficient in ensuring timelines for completion, and minimize change orders through early collaborations with a contractor. Request for Proposals for contractors will be issued using 30% completion of construction drawings. The agreement for that phase will be brought before the Council for approval at a later date.

FISCAL IMPACT

The budget for the design was included in the FY2020-21 Capital Improvement Program budget. The cost for the construction of the park is approximately $2,000,000. This budget includes permitting, inspections and construction. Funding for the construction of this park is included in the FY2021-22 Capital Improvement Program budget. Maintenance costs are estimated at $14,000/acre/year. The funding source for maintenance is provided through the Westbrook Community Facilities District for Service.

ENVIRONMENTAL REVIEW

Development of the F-51 Neighborhood Park site was previously evaluated in the West Roseville Specific Plan (WRSP) EIR (certified and SCH No.2002082057), and identified in the associated West Roseville Specific Plan. As proposed, construction of the F-51 Neighborhood Park is within the scope of the project covered by the WRSP Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the WRSP Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the WRSP EIR will be implemented during the design and construction of the F-51 Neighborhood Park. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

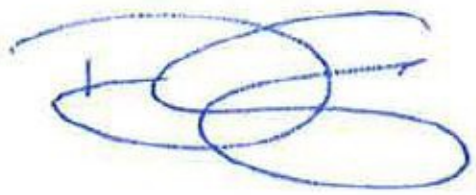
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal B - Support community engagement and advocacy
Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-303

F-51 School/Park Master Plan

F-51 School/Park Vicinity Map

PDSA

RESOLUTION NO. 21-303

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

WHEREAS, a professional design services agreement regarding landscape architecture services for F-51 School Park site, by and between the City of Roseville and Verde Design, 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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk



Note: Final construction of proposed park elements will be based on available budget and bids received.

Park Legend:

1. Comfort Station
2. Picnic Area with Shade Structure
3. Outdoor Classroom with Seat Walls
4. Children's Playground with Play Structure, Swings & Fibar Surfacing
5. Baseball/Softball Field
6. Multi-Use Turf Area
7. Entry Garden
8. Stormwater Treatment Basin
9. Enhanced Paving, TYP.
10. Parking Lot with AC Paving (71 Spaces)
11. Large Tree, TYP.
12. Accent Tree , TYP.
13. Shade Tree, TYP.
14. Shrub Planting, TYP.
15. Low Berms
16. Shade Sail
17. Park Entry Monument Signage
18. Bench Seating, TYP.
19. Bleachers, TYP.
20. Dug Out, TYP.
21. Backstop
22. Mow Curb
23. 4-6' Ht Chainlink Sideline Fencing
24. 4'Ht Chainlink Play Area Fence
25. 10' Ht Chainlink Perimeter Fence
26. Game Tables
27. Fitness Node with Fibar Surfacing, TYP.

Park Site F-51

March 25, 2021

Scale: 1" = 30'-0"

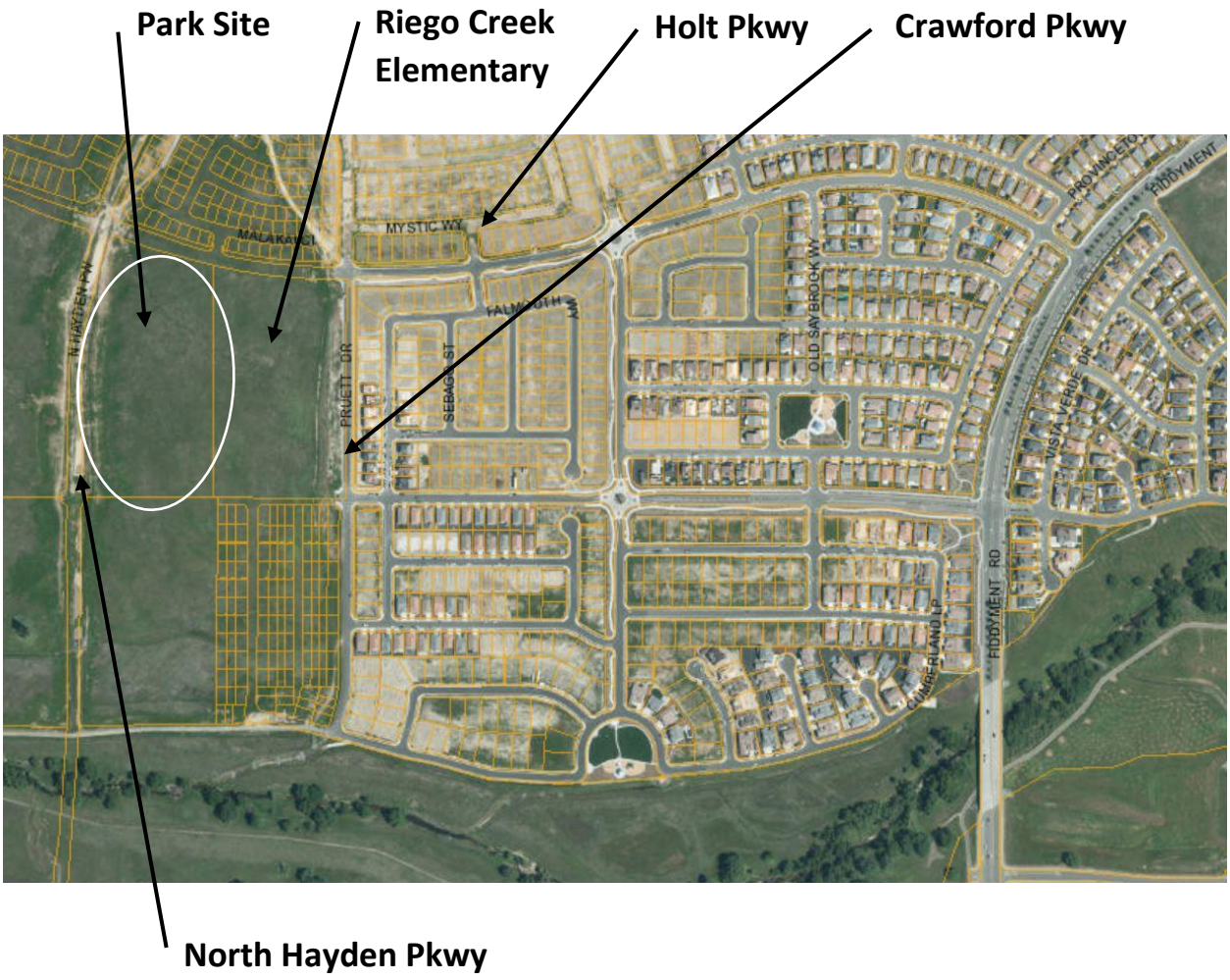
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CITY OF ROSEVILLE CALIFORNIA

SCHMIDT DESIGN GROUP

F-51 School/Park Vicinity Map



PROFESSIONAL DESIGN SERVICES AGREEMENT

Landscape Architecture Services for F-51 School Park Site

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Verde Design, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of landscape architecture services for the F-51 School Park Site; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP # 13-092 dated May 27, 2021, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional design 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 "A". Total compensation shall not exceed one hundred sixty-six thousand, two hundred fourteen dollars ($166,214).

CONSULTANT shall submit monthly invoices 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 agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

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

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 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 worked performed by CONSULTANT, its employees, agents and subcontractors.

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

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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. Representation 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.

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

16. Copyright, Ownership and Use of Materials. All tangible materials ("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, 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.

17. 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.

18. 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 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.

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

20. Severability. If any of the provisions contained in this Agreement is 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.

21. 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
Heather Buck 316 Vernon Street, Ste. 400 Roseville, CA 95678	Mark S. Baginski, Principal 2455 The Alameda, Ste. 200 Santa Clara, CA 95050

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

22. 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

BY: _____
DOMINICK CASEY
City Manager

VERDE DESIGN, INC., a California corporation

BY: _____
its: PRESIDENT
DEBRA C. MAYER

and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: MARKS. BAGINSKI
its: SECRETARY

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT “A”

VERDE DESIGN
2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

Revised May 27, 2021

Mrs. Tara Gee
City of Roseville Parks, Recreation and Libraries
316 Vernon Street
Roseville, CA 95678

RE: F-51 Park
Holt, Roseville
Verde Design Project No.: 2014500M

Dear Tara:

Thank you for the opportunity to provide a proposal for the master design services for the above referenced project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING

The Consultant ("Verde Design") will work with the City of Roseville (Client) as a Design-Assist- Build (DAB) project for park F-51. We understand the master plan for this park was developed through a public process with the City and community, and the final approved master plan has been prepared by a separate landscape architecture firm. The approved master plan will serve as the jumping off point for the scope work identified in our proposal. The site is in a newly developed neighborhood and is adjacent to an elementary school. The park is approximately 12 acres and is programmed to have two (2) baseball or softball fields, open turf, a pre-engineered restroom building, picnic and playground areas, trails, fitness pods, and parking. The City has budgeted $2 million for F-51.

SPECIFIC SCOPE OF SERVICES
Verde Design proposes to provide the following services to accomplish the general project goals, in accordance with our above-stated understanding of the project.

Part A – Project Start Up

A. Acquire the electronic (AutoCAD) topographic and underground utility survey from the City.
B. Establish files and in-house documentation.
C. Meet with City staff to review project requirements, existing information and to determine the project intent, scope, budget, and timetable.
    a. Identification of roles and responsibilities of City staff and consultant team.
    b. Review proposed master plan, park amenities, improvements and steps toward input, consensus, and development of the design process.
    c. Determine and request all available site and City data, maps, as-built, reports, standard provisions, and details; and codes, ordinances, and policies pertaining to the proposed project designs.
    d. Review and understand the budget established and provided by the City of each park.
    e. Review the draft schedule submitted with the proposal and coordinate updates and adjustments.
D. Consultant to initiate geotechnical investigation report. (**Optional Item**)

E. Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions.
F. Prepare a finite plan document and estimate of probable construction costs.
G. Turn into City for final approval.
H. Project administration.

Part B – 30% Design Development

A. DD/30% CD submittal package, will include the following:
    a. Drawings.
        i. Cover sheet/signature plan
        ii. Survey of existing conditions plan
        iii. Demolition plans
        iv. Erosion control plan
        v. Accessible path of travel plan
        vi. Grading plans
        vii. Drainage and utility plans
        viii. Layout plans
        ix. Material and detail reference plans
        x. Irrigation plans and details
        xi. Planting plans and details
        xii. Construction details – City standard details and project unique details
        xiii. Architectural plans – prefabricated manufacturer
        xiv. Electrical plans, single line diagrams, Title-24 plans and calculations
    b. Material and product cut sheets.
    c. Critical path schedule.
    d. Engineer's cost estimate.
B. Technical project specifications utilizing City standards (front end and technical specifications provided by City).
C. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
D. Internal redline review and Quality Control
E. Submit DD /30% CD Package (digitally) to the City for review and approval to be utilized in the RFP for advertising for the project contractor (3 month period for City to hire contractor).
F. Coordinate with City to help hire contractor.
G. Attend (1) one meeting with City staff and contractor to review DD/30% CD package and receive comments and feedback and authorization to move forward with construction documents.
H. Project administration as required to coordinate work with the City, contractor and subconsultants.

Part C – 75% CD/Building Permit Submittal

A. Incorporate comments received from design development / 30% CD submittal and develop documentation to 75% CD submittal level.
B. 75% CD submittal package will include the following:
    a. Drawings.
    b. Technical project specifications.
    c. Critical path schedule.

   d. Coordinate with Contractor and City Departments throughout development of the documents.

C. Internal redline review and Quality Control.
D. Submit 75% CD submittal to parks department, & contractor (digital submittal) for review and approval to proceed to 100% construction documents production. (Plans will comply with the electronic plan review document submittal requirements).
E. Submit grading and drainage permit plans to the City for permitting.
F. Attend (1) one meeting with City and contractor staff to review 75% CD and receive comments and feedback.

Part D – 100% CD/Building Permit Submittal

A. Following receipt of City comments, Verde Design shall proceed to complete the 100% CD bid package submittal.
B. Incorporate 75% CD comments and any technical data as submittal.
C. 100% CD/submittal package will include the following:
   a. Bid-ready construction drawings.
   b. Technical specifications.
   c. Coordinate with contractor and City departments throughout development of the documents.
D. Internal redline review and Quality Control.
E. Submit 100% CD submittal to parks department (digital submittal) for permitting (plans will comply with the electronic plan review document submittal requirements).
F. Attend (1) one meeting with City and contractor to review 100% CD and receive comments and feedback.

Part E – Back Check 100% CD Submittal

A. Following receipt of City and contractor comments, Verde Design shall proceed to complete the 100% CD bid package submittal.
B. Incorporate 100% CD comments and any technical data as submittal.
C. Internal redline review and quality control.
D. 100% CD/submittal package will include the following:
   a. Construction drawings.
   b. Specifications.

Part F – Construction Services (**Not to Exceed**)

A. Construction administration services:
   a. Attend one (1) pre-construction kick-off meeting.
   b. Attend up to five (5) weekly site meetings.
   c. Provide up to five (5) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.
   d. Process and coordinate submittals and shop drawings.
   e. Respond to questions, RFI responses, clarifications, substitution requests and assist with change orders if necessary.
   f. Attend substantial completion walk-through and generate punch list.

g. One (1) final site walk with contractor and owner to accept project.
h. Review as-built plans.
i. Warranty evaluation.
j. Project closeout.

PROJECT TIMELINE
Verde Design estimates the following project schedule based on the above scope starting in June of 2021:

Task	Duration
Phase I - Project Start Up/30% DD	
Project Start-Up	3 weeks
DD/30% CD	4 weeks
City RFP – Contractor on board	2 weeks
Phase II – Construction Documents and Specifications	
75% CD Submittal	6-8 weeks
City / Contractor Review	4 weeks
100% CD Submittal	6 weeks
Client Review/Permitting	6 weeks
Holiday Break	
Back Check 100% Submittal	2 weeks
Final Client Review	2 weeks

Note: The above timeline includes estimates of City required review times and subsequent work to refine plans and provide electronic resubmittal plans, specifications, and estimates.

CLIENT RESPONSIBILITIES
To complete the items described in Scope of Services above, we request that the Client provide the following information as available:

1. Topographic and underground utility survey provided by the City.
2. AutoCAD park master plans
3. Improvement plans for utilities servicing the site.
4. Any new development plans that may be related to the project site.
5. Applicable City standards and guidelines, codes, ordinances, and policies pertaining to the project.
6. City standard provisions

SPECIAL PROVISIONS

A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
   1. Meetings other than those listed.
   2. Off-site improvements – streets, traffic lights, and utility runs.
   3. Additional renderings or presentations beyond what is included in the scope of work.
   4. Design for areas not identified in the project understanding.
   5. Mechanical engineering and investigation.
   6. Permit fees associated with the project.

7. 3D renderings, modeling, or perspective presentation graphics.
8. Environmental review, studies, or CEQA documentation.
9. Traffic, environmental, noise, or other technical studies
10. Permit or plan check fees.
11. Field or laboratory testing of on-site or proposed materials.
12. QSD work related to developing project SWPPP, NOI, SMARTS Data base, WDID number.
13. QSD/QSP work associated with field inspections, reporting REAP or associated items.
14. Architecture services.
15. Topographic and underground utility survey.

B. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of the Client, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

Based on the scope identified above, we respectfully request a not to exceed fee of **$166,214.00** which includes anticipated reimbursable expenses. Our fee is broken down as follows:

Project Start-up:	$ 8,000
Design Development/30% CD Submittal	$ 47,000
Construction Documents 75% Submittal	$ 53,000
Construction Documents 100% Building Permit Submittal	$ 18,000
Back Check 100% Submittal	$ 4,000
Reimbursables (Not to Exceed)	$ 3,000
Subtotal Fee:	**$133,148**
Subconsultant Fees:	
Electrical Engineer	**$ 11,286**
Structural Engineer	**$ 21,780**
Subconsultant Subtotal	**$ 33,066**
TOTAL FEE	**$166,214**
Alternate/Optional Scope Fees:	
Geotechnical Engineer	
Geotechnical Engineering Report	**$ 14,190**
Excludes Earthwork & Materials Observation & Testing	
Construction Administration (Not to Exceed)	**$ 20,000**
Per visit (includes site observation report)	**$ 1,400**

Billings will be in accordance with the attached current Charge Rate Schedule, and additional services will be charged on a time and material basis as noted on the attached Charge Rate Schedule. Charges for additional services will be billed separately.

The fees noted above are based on the project schedule contained in the proposal. Should the Client delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than

thirty (30) consecutive days, a project re-start fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

CHANGE IN SERVICES
The Client may order changes in scope or character of service, either decreasing or increasing the amount of the Consultant's services, and if necessary, changing the character of services. If such changes are ordered, the Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

If additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the Client after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

TERMINATION OF AGREEMENT
This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the Client should deem it necessary or desirable to indefinitely suspend the Project.

In the event the Project is terminated or indefinitely suspended in the manner herein provided, the Consultant shall turn over copies of all documents completed to that date. The Consultant shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

BILLINGS & PAYMENT
Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within thirty (30) days of the statement date.

Tara, if this proposal meets with your approval, please have the authorized representative sign this proposal and return the original to our office, along with a signed purchase order issued to Verde Design, Inc. Thank you for the opportunity to work with you on this project.

Respectfully Submitted,
VERDE DESIGN, INC.

Mark S. Baginski, LEED AP
Principal

PROPOSAL APPROVED BY:
City of Roseville

_____
Name Date

CC: Verde Design distribution

Attachment: Current Charge Rate Schedule

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2021

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Expert Witness	$350.00 per hour
Principal	$245.00 per hour
Project Manager/Construction Manager	
Level Four	$230.00 per hour
Level Three	$210.00 per hour
Level Two	$175.00 per hour
Level One	$160.00 per hour
IT Manager	$175.00 per hour
CAD Manager	$170.00 per hour
Project Designer	$155.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$145.00 per hour
Draftsperson Level II	$130.00 per hour
Draftsperson Level I	$125.00 per hour
Project Administrator	$85.00 per hour
Intern	$75.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Charge Rate Schedule is subject to revisions

PROJECT : F-51 - $2 million budget
CLIENT: City of Roseville
Project No.: 2021 RFP

Verde Design
Date: May 4, 2021
Prepared By: CS

		2021 Fee Rates	DPII	$130.00	JC	$145.00	PMIII	$210.00	P	$245.00	Verde Scope Fees	Reimbursable	Electrical Engineering	Structural Engineering	Geotechnical Engineer	Total
Phase 1 - Project Start Up / 30% Design Development																
Project Start Up																
	A.	Acquire the electronic (AutoCAD) topographic and underground utility survey from the City	2.0	$260.00	8.0	$1,160.00		$0.00		$0.00	$1,420.00					$1,420.00
	B.	Establish files and in-house documentation	2.0	$260.00		$0.00		$0.00		$0.00	$260.00					$260.00
	C.	Meet with City staff to review project requirements, existing information and to determine the project intent, scope, budget, and timetable					2.0	$420.00	2.0	$490.00	$910.00					$910.00
	a.	Identification of roles and responsibilities of City Staff and consultant team														$0.00
	b.	Review proposed master plan, park amenities, improvements and steps toward input, consensus, and development of the design process														$0.00
	c.	Determine and request all available site and City data, maps, as built, reports, standard provisions, and details; and codes, ordinances, and policies pertaining to the proposed project designs														$0.00
	d.	Review and understand the budget established and provided by the City of each park														$0.00
	e.	Review the draft schedule submitted with the proposal and coordinate updates and adjustments														$0.00
	D.	Consultant to initiate geotechnical investigation report		$0.00	2.0	$290.00		$0.00		$0.00	$290.00					$290.00
	E.	Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions	6.0	$780.00	6.0	$870.00		$0.00		$0.00	$1,650.00					$1,650.00
	F.	Prepare a finite plan document and estimate of probable construction costs		$0.00	9.0	$1,305.00	2.0	$420.00	2.0	$490.00	$2,215.00					$2,215.00
	I.	Turn into City of Roseville for final approval		$0.00	1.0	$145.00	0.5	$105.00	0.5	$122.50	$372.50					$372.50
	J.	Project administration		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00					$910.00
SUBTOTAL:			**10.0**	**$1,300.00**	**26.0**	**$3,770.00**	**6.5**	**$1,365.00**	**6.5**	**$1,592.50**	**$8,027.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,027.50**
30% Design Development																
	A.	DD / 30% CD Submittal Package, will include the following									$0.00					
	a.	Drawings									$0.00					
	i.	Cover Sheet/Signature Plan	4.0	$520.00		$0.00		$0.00		$0.00	$520.00					$520.00
	ii.	Existing Conditions Plan	2.0	$260.00		$0.00		$0.00		$0.00	$260.00					$260.00
	iii.	Demolition Plan	6.0	$780.00		$0.00	4.0	$840.00	2.0	$490.00	$2,110.00					$2,110.00
	iv.	Erosion Control Plan	8.0	$1,040.00		$0.00	2.0	$420.00	2.0	$490.00	$1,950.00					$1,950.00
	v.	Accessible Path of Travel Plan	6.0	$780.00	2.0	$290.00	1.0	$210.00	1.0	$245.00	$1,525.00					$1,525.00
	vi.	Grading Plans		$0.00	18.0	$2,610.00	4.0	$840.00	2.0	$490.00	$3,940.00					$3,940.00
	vii.	Drainage and Utility Plans		$0.00	18.0	$2,610.00	4.0	$840.00	1.0	$245.00	$3,695.00					$3,695.00
	viii.	Layout Plan	4.0	$520.00	2.0	$290.00		$0.00		$0.00	$810.00					$810.00
	ix.	Material & Detail Reference Plan	10.0	$1,300.00	2.0	$290.00	2.0	$420.00	2.0	$490.00	$2,500.00					$2,500.00
	x.	Irrigation Plans & Details	8.0	$1,040.00	2.0	$290.00	4.0	$840.00	2.0	$490.00	$2,660.00					$2,660.00
	xi.	Planting Plans & Details		$0.00	12.0	$1,740.00		$0.00		$0.00	$1,740.00					$1,740.00
	xii.	Construction Details	12.0	$1,560.00	8.0	$1,160.00	2.0	$420.00	2.0	$490.00	$3,630.00					$3,630.00
	xiii.	Pre-engineered building plans (coordinate w/ vendor)		$0.00	4.0	$580.00		$0.00		$0.00	$580.00					$580.00
	xiv.	Electrical plans, single line diagrams, title 24 plans and calcs, telephone/data and fire alarm plans, photometric plans, coordinate subs		$0.00	4.0	$580.00	2.0	$420.00		$0.00	$1,000.00		$5,000.00			$6,000.00
	b.	Material Cut Sheets	4.0	$520.00	2.0	$290.00	2.0	$420.00		$0.00	$1,230.00					$1,230.00
	B.	Critical Path schedule		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00					$910.00

	C.	Engineer's Cost Estimate	6.0	$780.00	4.0	$580.00	2.0	$420.00	2.0	$490.00	$2,270.00					$2,270.00
	D.	Technical Project Specifications	6.0	$780.00		$0.00	4.0	$840.00	2.0	$490.00	$2,110.00					$2,110.00
	E.	Utility conflicts have been resolved or a timeline for resolution of issues has been determined		$0.00	8.0	$1,160.00	4.0	$840.00	4.0	$980.00	$2,980.00					$2,980.00
	F.	Internal redline review and Quality Control	8.0	$1,040.00	8.0	$1,160.00	4.0	$840.00	4.0	$980.00	$4,020.00					$4,020.00
	G.	Submit DD /30% CD Package (digitally) to the City for review and approval to Be utilized in the RFP for advertising for the project contractor	4.0	$520.00	2.0	$290.00		$0.00		$0.00	$810.00					$810.00
	H.	Coordinate with City to help higher Contractor		$0.00		$0.00	6.0	$1,260.00	4.0	$980.00	$2,240.00					$2,240.00
	I.	Attend (1) one meeting with City Staff and Contractor to review DD/30% CD Package and receive comments and feedback and authorization to move forward with construction documents		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00					$910.00
	J.	Project Administration as required to coordinate work with the City, Contractor and sub-consultants		$0.00		$0.00	8.0	$1,680.00	4.0	$980.00	$2,660.00					$2,660.00
SUBTOTAL:			**88.0**	**$11,440.00**	**96.0**	**$13,920.00**	**59.0**	**$12,390.00**	**38.0**	**$9,310.00**	**$47,060.00**	**$0.00**	**$5,000.00**	**$0.00**	**$0.00**	**$52,060.00**

PHASE I TOTAL **PHASE I TOTAL** **$60,087.50**

Phase 2: Consctrution Documents															
75% Construction Document Submittal															
	A.	Incorporate comments received from Design Development / 30% CD submittal and develop documentation to 75% CD submittal level	4.0	$520.00		$0.00		$0.00		$0.00	$520.00					$520.00
	B.	75% CD Submittal Package will include the following:														
	a.	Drawings														$0.00
	i.	Cover Sheet/Signature Plan	4.0	$520.00		$0.00		$0.00		$0.00	$520.00					$520.00
	ii.	Existing Conditions Plan	2.0	$260.00		$0.00		$0.00		$0.00	$260.00					$260.00
	iii.	Demolition Plan	4.0	$520.00	6.0	$870.00	2.0	$420.00		$0.00	$1,810.00					$1,810.00
	iv.	Erosion Control Plan	12.0	$1,560.00	2.0	$290.00	2.0	$420.00		$0.00	$2,270.00					$2,270.00
	v.	Accessible Path of Travel Plan	6.0	$780.00	8.0	$1,160.00	1.0	$210.00	1.0	$245.00	$2,395.00					$2,395.00
	vi.	Grading Plans		$0.00	18.0	$2,610.00	8.0	$1,680.00	2.0	$490.00	$4,780.00					$4,780.00
	vii.	Drainage and Utility Plans		$0.00	18.0	$2,610.00	8.0	$1,680.00	2.0	$490.00	$4,780.00					$4,780.00
	viii.	Layout Plan	4.0	$520.00	6.0	$870.00	4.0	$840.00	2.0	$490.00	$2,720.00					$2,720.00
	ix.	Material & Detail Reference Plan	12.0	$1,560.00	8.0	$1,160.00	4.0	$840.00	2.0	$490.00	$4,050.00					$4,050.00
	x.	Irrigation Plans & Details	18.0	$2,340.00	8.0	$1,160.00	6.0	$1,260.00	2.0	$490.00	$5,250.00					$5,250.00
	xi.	Planting Plans & Details		$0.00	12.0	$1,740.00	3.0	$630.00	2.0	$490.00	$2,860.00					$2,860.00
	xii.	Construction Details	12.0	$1,560.00	8.0	$1,160.00	2.0	$420.00	2.0	$490.00	$3,630.00					$3,630.00
	xiii.	Pre-engineered building plans (coordinate w/ vendor)		$0.00	4.0	$580.00		$0.00		$0.00	$580.00					$580.00
	xiv.	Structural Details		$0.00	4.0	$580.00		$0.00		$0.00	$580.00			$10,000.00		$10,580.00
	xv.	Electrical plans, single line diagrams, title 24 plans and calcs, telephone/data and fire alarm plans, photometric plans, coordinate subs		$0.00	4.0	$580.00	2.0	$420.00		$0.00	$1,000.00		$5,000.00			$6,000.00
	b.	Technical Project Specifications	6.0	$780.00	4.0	$580.00	2.0	$420.00	1.0	$245.00	$2,025.00					$2,025.00
	c.	Critical Path Schedule		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00					$910.00
	d.	Coordinate with Contractor and City Departments throughout development of the documents		$0.00		$0.00	4.0	$840.00	4.0	$980.00	$1,820.00					$1,820.00
	C.	Internal redline review and Quality Control	18.0	$2,340.00	18.0	$2,610.00	4.0	$840.00	4.0	$980.00	$6,770.00					$6,770.00
	D.	Submit 75% CD Submittal to Parks Department, & Contractor (digital submittal) for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)		$0.00	4.0	$580.00		$0.00		$0.00	$580.00					$580.00
	E.	Submit grading and drainage plans to City for Permitting.		$0.00	4.0	$580.00	4.0	$840.00	2.0	$490.00	$1,910.00					$1,910.00
	F.	Attend (1) one meeting with City and Contractor staff to review 75% CD and receive comments and feedback		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00					$910.00

SUBTOTAL:		**102.0**	**$13,260.00**	**136.0**	**$19,720.00**	**60.0**	**$12,600.00**	**30.0**	**$7,350.00**	**$52,930.00**	**$0.00**	**$5,000.00**	**$10,000.00**	**$0.00**	**$67,930.00**
100% CD / Building Permit Submittal															
A.	Following receipt of City comments, VDI shall proceed to complete the 100% CD bid package submittal														$0.00
B.	Incorporate75% CD comments and any technical data.	8.0	$1,160.00	8.0	$1,200.00	4.0	$880.00	4.0	$1,020.00	$4,260.00					$4,260.00
C.	100% CD / Submittal Package will include the following														$0.00
a.	Drawings	24.0	$3,120.00	24.0	$3,480.00	4.0	$840.00	1.0	$245.00	$7,685.00		$1,286.00	$10,000.00		$18,971.00
b.	Technical Project Specifications		$0.00	2.0	$290.00	1.0	$210.00	1.0	$245.00	$745.00					$745.00
c.	Coordinate with Contractor and City Departments throughout development of the documents		$0.00	2.0	$290.00	2.0	$420.00	2.0	$490.00	$1,200.00					$1,200.00
D.	Internal redline review and Quality Control	4.0	$520.00	8.0	$1,160.00	3.0	$630.00	3.0	$735.00	$3,045.00					$3,045.00
F.	Submit 100% CD Submittal to Parks Department, & Contractor (digital submittal) for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)			2.0	$290.00	2.0	$420.00		$0.00	$710.00					$710.00
G.	Attend (1) one meeting with City and Contractor to review 100% CD and receive comments and feedback		$0.00		$0.00	1.0	$220.00	1.0	$255.00	$475.00					$475.00
	Reimbursables										$1,500.00				$1,500.00
SUBTOTAL:		**36.0**	**$4,800.00**	**46.0**	**$6,710.00**	**17.0**	**$3,620.00**	**12.0**	**$2,990.00**	**$18,120.00**	**$1,500.00**	**$1,286.00**	**$10,000.00**	**$0.00**	**$30,906.00**

		2022 Fee Rates	**DPII**	**$145.00**	**JC**	**$150.00**	**PMIII**	**$220.00**	**P**	**$255.00**	**Verde Scope Fees**	**Reimbursable**	**Electrical Engineering**	**Structural Engineering**	**Geotechnical Engineering**	**Total**
Back Check 100% Submittal																
A.		Following receipt of City comments, VDI shall proceed to complete the 100% CD bid package submittal		$0.00	2.0	$300.00	2.0	$440.00		$0.00	$740.00					$740.00
B.		Incorporate 100% CD comments and any technical data as submittal		$0.00	8.0	$1,200.00	2.0	$440.00		$0.00	$1,640.00			$1,780.00		$3,420.00
C.		Internal redline review and Quality Control		$0.00		$0.00	2.0	$440.00		$0.00	$440.00					$440.00
D.		100% Submittal Package will include the following:														$0.00
a.		Construction drawings		$0.00	1.0	$150.00		$0.00		$0.00	$150.00					$150.00
b.		Technical Project Specifications		$0.00	2.0	$300.00		$0.00		$0.00	$300.00					$300.00
F.		Submit Back Check 100% CD Submittal to Parks Department, & Contractor (digital submittal) and three (3) hardcopies for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)			2.0	$300.00	2.0	$440.00		$0.00	$740.00					$740.00
		Reimbursables										$1,500.00				$1,500.00
SUBTOTAL:			**0.0**	**$0.00**	**15.0**	**$2,250.00**	**8.0**	**$1,760.00**	**0.0**	**$0.00**	**$4,010.00**	**$1,500.00**	**$0.00**	**$1,780.00**	**$0.00**	**$7,290.00**

PHASE II TOTAL **$106,126.00**

TOTAL		**236.0**	**$30,800.00**	**319.0**	**$46,370.00**	**150.5**	**$31,735.00**	**86.5**	**$21,242.50**	**$130,147.50**	**$3,000.00**	**$11,286.00**	**$21,780.00**	**$0.00**	**$166,213.50**

COUNCIL COMMUNICATION

CC #: 1576
File #: 0704

Title: West Roseville Soccer Complex - Professional Design Services Agreement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a professional design services agreement for landscape architectural design services with Verde Design, Inc., and authorize the City Manager to execute the agreement.

BACKGROUND

The West Roseville Soccer Complex is located off of Westbrook Boulevard just south of Blue Oaks Boulevard. This 25 acre park site, combined with a smaller 10 acre park site immediately to the north, is intended to be developed as a regional soccer complex.

In March 2021, Request for Qualifications/Proposals were issued seeking experienced professional landscape architectural design firms to submit their qualifications and proposals for professional design services for the West Roseville Soccer Complex. Two responses were submitted.

After a panel review and based on the firm's methodology, sports complex project experience, familiarity with the City standards and development processes and technical expertise, Verde Design, Inc. was selected and is recommended for contract approval.

The agreement amount combines the base services, which includes master planning, public outreach, construction document preparation and permitting. This base work is a not-to-exceed fee of $796,245 and includes reimbursables. In addition to the base services, an optional service for development of a a business plan/analysis for an additional $30,000 is included in the agreement. The total cost of this agreement is $826,245.

FISCAL IMPACT

Work performed under this profession design agreement will be paid using West Roseville city-wide park funds previously allocated toward this capital improvement project.

ENVIRONMENTAL REVIEW

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

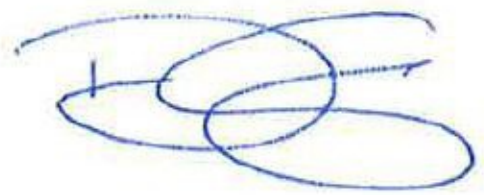
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-298

Vicinity Map

Agreement - West Roseville Soccer Complex

RESOLUTION NO. 21-298

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

WHEREAS, a professional design services agreement regarding the West Roseville Soccer Complex project, by and between the City of Roseville and Verde Design, 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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

West Roseville Soccer Complex

Vicinity Map



PROFESSIONAL DESIGN SERVICES AGREEMENT

Design and Construction Document Preparation for the West Roseville Soccer Complex

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Verde Design, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of design and construction document preparation for the West Roseville Soccer Complex; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #13-095 dated May 3, 2021, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional design 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

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed eight hundred twenty-six thousand, two hundred forty-five dollars ($826,245).

CONSULTANT shall submit monthly invoices 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 agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent

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.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 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

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

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 worked performed by CONSULTANT, its employees, agents and subcontractors.

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

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,

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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. 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.

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

12. 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.

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

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

14. Representation 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.

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

16. Copyright, Ownership and Use of Materials. All tangible materials ("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, 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

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.

17. 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.

18. 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 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.

20. Severability. If any of the provisions contained in this Agreement is 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.

21. 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
Tara Gee Parks, Recreation & Libraries 316 Vernon Street Roseville, CA 95678	Mark Baginski Verde Design, Inc. 1843 Iron Point Road, Suite 140 Folsom, CA 95630

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

22. 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

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation & Libraries Director

VERDE DESIGN, INC., a
California corporation

BY: _____
its: PRESIDENT
DEREK C. MCKEE

and

BY: _____
its: C.F.O.

[\\Rosenet\rosenetdfs\CITY ATTORNEY\cycom\Wpdocs\D007\P004\00057336.docx;06/07/2021]

TAB E: PROJECT PLAN

VERDE DESIGN

PROJECT PLAN (SCOPE OF WORK)

The following detailed scope of services is an approach to completing the master planning and construction documentation for the City of Roseville's (City) Soccer Complex, located in West Roseville.

PHASE I – MASTER PLANNING

This phase is to develop a master plan that reflects the needs and input of the public and user groups through public outreach programs and input from the City's Parks & Recreation Department. The consultant team will participate in up to three (3) public presentation/workshops and will attend up to three (3) City staff meetings to review input from each public outreach meeting. The consultant will prepare a preliminary plan and cost estimate based on the feedback collected, meet with the City to review, and based on input received, prepare a final master plan with cost estimate for approval.

KICK-OFF MEETING

A. Establish files and in-house documentation.
B. Meet with City staff to review project requirements, and existing information, and to determine the project intent, scope, budget, and timetable.
    a. Identification of roles and responsibilities of City staff and consultant team.
    b. Review proposed park amenities, improvements and steps toward input, and consensus and development of the design process.
    c. Review or develop the project's goals and objectives with City staff.
    d. Determine and request all available site and City data, maps, as-builts, reports, standard provisions and details; and codes, ordinances, and policies pertaining to the proposed project designs.
    utility survey and geotechnical report.
B. Visit the project site and investigate existing site conditions to identify opportunities and constraints, as well as to verify the presence of existing utilities and improvements in field with the survey.
C. Review data pertinent to the project, including available right-of-way documents, as-built documents, and previous improvement plans; the City's design and procedures manual and improvement standards; and codes, ordinances, and policies pertaining to the proposed project design.
D. Prepare a discussion comparing synthetic turf versus natural grass systems to inform the decision process.
    a. Use hours of sports to allow natural grass to be sustainable.
    b. Maintenance and operational costs.
    c. Life cycle costs.
    d. Pros and cons of each system.
E. Identify the undecided items and develop a path for resolution. Track these via our design log.

The consultant team will support public outreach meeting efforts which will include preparing graphics, and preparation of announcement flyers.

PART A - PUBLIC OUTREACH MEETING (1)

A. Prepare two (2) color graphics and a matrix of program of items based on the preliminary concept plan and RFP. This includes six (6) fields, a parking lot with a preferred 95 spaces per-field, restroom, warmup area, shaded large group area, which could serve as tournament check-in, porta potties area, maintenance yard, lighting, and trees. The prepared graphics will be in conjunction with the City and is intended to guide the public outreach input discussion.
B. Virtual meeting with the City to have an interim review

alternative master plans.

a. Set up plan graphics and exhibits for review with City staff for approval.

D. Meet with the City to review all materials and graphics for approval.

E. Prepare sign in sheets, assist City staff with set up, and conduct public outreach meeting.

F. Based on input at the public outreach meeting and City staff input, prepare a minimum of two (2) alternative master plans. Master plan will include:

a. A graphic rendering.

b. Labels for elements such as, but not limited to:

i. Site furnishings, site elements, fields, buildings, parking, playgrounds, bocce courts, and other program elements

c. Dimensions of key elements to clarify intent including field sizes, parking layouts, etc.

G. Prepare meeting minutes of the public meeting for Client review including all exhibits.

H. Prepare and provide Rough Order of Magnitude (ROM) construction cost estimates based on the two alternative master plans.

a. Provide utility costing, site work, materials and restroom costs (from prefabricated manufacturers).

I. Review CEQA and environmental information provided from City and identify any possible impediments.

J. Meet with City staff to review comments on the two alternative master plans and ROM construction cost estimates.

K. Revise the alternative master plans and estimates to reflect City comments and address outside agency requirements.

PART B – PUBLIC OUTREACH MEETING (2)

A. Prepare materials for public outreach meeting.

D. Prepare preferred master plan document and estimate of probable construction costs.

a. Fully labeled and rendered master plan.

b. Rough grading and drainage plan will be provided for the preferred master plan.

c. On a separate plan sheet, consultant will provide utility improvements.

E. Project administration.

PART C - PUBLIC OUTREACH MEETING (3)

A. Prepare presentation materials for final public outreach meeting.

B. Materials may include providing them electronically and on presentation boards.

C. Attend and assist City staff at the meetings.

D. The Consultant will await direction as to the next steps pending approval of the master plan.

PHASE II – CONSTRUCTION DOCUMENTS

This phase is to develop the approved master plan that meets the needs of the public outreach programs and approved by the City's Parks & Recreation Department, to incorporate best practices, inclusionary design, and comply with all current codes and regulations, ADA, and connectivity with park pathways. Additionally, the consultant will comply with any Conditions-of-Approval (COA) to accomplish the delivery of the project in an expeditious manner.

30% DESIGN DEVELOPMENT

A. Develop the master plan into a 30% Design Development (DD) submittal level.

B. DD / 30% CD submittal package, will include the following:

a. Drawings

ix. Material and detail reference plans
x. Irrigation plan and details
xi. Planting plan and details
xii. Construction details – City's standard details and project unique details
xiii. Pre-engineered restroom building plans - pre-fabricated manufacturer
xiv. Electrical plans, single line diagrams, Title-24 plans and calculations.

C. Critical path schedule.
D. Engineer's cost estimate.
E. Technical project specifications utilizing City standards (front end and technical specifications provided by City).
F. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
G. Product and materials cut sheets.
H. Project submittal booklet containing:
   a. Progress drawings, specifications, updated estimate of costs, update schedule, updated design log.
I. Internal redline review and Quality Control.
J. Submit DD /30% CD Package (digitally) to the City for review and approval.
K. Attend (1) one meeting with City staff to review DD/30% CD package and receive comments and feedback and authorization to move forward with construction documents.
L. Project administration, as required to coordinate work with the City and subconsultants.

90% CD / BUILDING PERMIT SUBMITTAL

A. Incorporate comments received from DD / 30% CD submittal and develop documentation to 90% CD

vi. Grading plans
vii. Drainage and utility plans
viii. Layout plans
ix. Material and detail reference plans
x. Irrigation plans and details
xi. Planting plans and details
xii. Construction details – City's standard details and project unique details
xiii. Pre-engineered restroom building plans – prefabricated manufacturer
xiv. Structural details
xv. Electrical plans, single line diagrams, Title-24 plans and calculations

   b. Technical project specifications.
   c. Critical path schedule.
   d. Coordinate with City departments throughout development of the documents.
   e. Product and materials cut sheets.
   f. Project submittal booklet containing:
      i. Progress drawings, specifications, updated estimate of costs, update schedule, updated Design Log
C. Internal redline review and Quality Control.
D. Submit 90% CD submittal to Parks and Building Department (digital submittal) for review and approval to proceed to 100% construction documents production (plans will comply with the electronic plan review document submittal requirements).
E. Attend (1) one meeting with City staff to review 90% CD and receive comments and feedback.

100% CD/BUILDING PERMIT SUBMITTAL

A. Following receipt of City comments, we shall proceed to complete the 100% CD bid package submittal.

tal submittal) for permitting (plans will comply with the electronic plan review document submittal requirements).

F. Attend (1) one meeting with City to review 100% CD and receive comments and feedback.

PART E - BACK CHECK 100% CD SUBMITTAL

A. Following receipt of City comments, we shall proceed to complete the 100% CD bid package submittal.
B. Incorporate 100% CD comments and any technical data as submittal.
C. Internal redline review and Quality Control.
D. 100% CD/submittal package will include the following:
   a. Construction drawings.
   b. Specifications.
E. Submit 100% CD submittal to Parks Department (digital submittal) and three (3) hardcopies for permitting (plans will comply with the electronic plan review document submittal requirements).

PHASE III – CONSTRUCTION ADMINISTRATION (OPTIONAL SERVICES UPON REQUEST)

Bidding and construction services are based on our current understanding of the project scope, schedule and delivery method. Changes beyond our control may impact the necessary scope of construction services beyond those listed. Minimum proposed construction administration services are as follows:

BIDDING AND CONSTRUCTION SERVICES

A. Bidding assistance:
   a. Assist City in distribution of bid sets to preselected bidders.
   b. Attend pre-bid conference.
   a. Attend one (1) pre-construction kick-off meeting.
   b. Attend up to five (5) weekly site meetings.
   c. Provide up to five (5) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.
   d. Process and coordinate submittals and shop drawings, five (5) times.
   e. Respond to questions, RFI responses, clarifications, substitution requests and assist with change orders if necessary.
   f. Attend substantial completion walk-through and generate punch list.
   g. One (1) final site walk with contractor and owner to accept project.
   h. Review as-built plans.
   i. Warranty evaluation.
   j. Project closeout.

PROJECT SCHEDULE

Verde Design estimates the following project schedule based on the above scope starting in May of 2021:

Task	Duration
Phase I - Master Plan	
A. Kickoff Meeting	1 day - July
B. Project Start-up	4 weeks
C. Public Outreach meeting (1)	2 weeks
D. City Review meeting (1)	1 day
E. Public Outreach meeting (2)	2 weeks
F. City Review meeting (2)	1 day
G. Public Outreach meeting (3)	2 weeks
H. City Review meeting (3)	1 day
Phase II – Construction Documents and Specifications	
A. 30% Design Development	6 weeks

TAB E: PROJECT PLAN

VERDE DESIGN

Phase III – Construction Administration

A. Bidding	4 weeks
B. Construction Services	14 - 16 months

***Note:** The above timeline includes estimates of City required review times and subsequent work to refine plans and provide electronic resubmittal plans, specifications, and estimates.

SPECIAL PROVISIONS

Services or information required from the City:

A. Improvement plans for utilities servicing the site.
B. Any new development plans that may be related to the project site.
C. Applicable City standards and guidelines, codes, ordinances and policies pertaining to the project.
D. City standard provisions.

Without attempting to be all-inclusive, and for purposes of clarity, the following items are specifically not included in the Scope of Services:

A. Meetings other than those listed.
B. Off-site improvements – streets, traffic lights and utility runs.
C. Additional renderings or presentations beyond what is included in the scope of work.
D. Design for areas not identified in the project understanding.
E. Mechanical engineering and Investigation
F. Permit fees associated with the project.
G. Environmental review, studies, or CEQA documentation.
H. Traffic, environmental, noise or other technical studies
I. Permit or plan check fees.
J. Field or laboratory testing of on-site or proposed



WORLD CUP TRAINING FACILITY (CONCEPTUAL), MORGAN HILL

B. PROPOSED DELIVERABLES

PHASE I – PROJECT START UP/30% DESIGN DEVELOPMENT

A. Project schedule.
B. Summary of collected input from public outreach meeting.
C. Alternative master plans (2).
D. ROM construction cost estimates for each alternative master plan.
E. Summary of collected input public outreach meeting.
F. Final master plan.
G. Final estimate of probable costs.
H. Design Log.

PHASE II – CONSTRUCTION DOCUMENTATION

A. 30% Construction Drawings and Specifications (3).

TAB F: COST PROPOSAL

VERDE DESIGN

PROFESSIONAL COMPENSATION

Based on the City of Roseville's (City) RFP for Design and Construction Document Preparation for the Roseville Soccer Complex, Verde Design respectfully requests the following not-to-exceed fee of **$796,245 (*with reimbursables*).** This fee is based on the anticipated work effort that will be required to successfully complete this project, and is illustrated through our scope of services in our proposal. Services provided beyond our contracted scope will be considered additional services and will be entitled to be billed as noted on the attached rate schedule on a time and material basis. Charges for additional services will be billed separately and will not start without written authorization from the City.

The fees noted below are based on the project schedule contained in the proposal. Should the City delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than thirty (30) consecutive days, a project re-start fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

ROSEVILLE SOCCER COMPLEX

INDIVIDUAL TASKS	TOTAL
Phase I - Master Planning	
Kick-Off Meeting	$ 4,540
Project Start-Up	$ 66,040
Conceptual Design & Public Outreach Meeting (#1)	$ 51,845
Public Outreach Meeting (#2)	$ 27,295
Public Outreach Meeting (#3)	$ 13,920
	(Phase I Subtotal $163,640)
Phase II - Construction Documents	
30% Design Development	$209,365
90% Construction Document Submittal	$266,460
100% CD / Building Permit Submittal	$102,130
Back Check 100% Submittal	$ 46,650
	(Phase II Subtotal $624,605)
SUBTOTAL	**$796,245 ($8,000 reimsburables)**
Optional Services	
Phase III - Construction Administration	
Bidding Assistance & Construction Services	$ 42,940
Business Plan/Analysis	$ 30,000
Stick Frame Building	$ 75,000

TAB F: COST PROPOSAL

VERDE DESIGN

Verde Design, Inc.

Effective until December 31, 2021

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	$245.00 per hour
Project Manager/Construction Manager	
Level Four	$230.00 per hour
Level Three	$210.00 per hour
Level Two	$175.00 per hour
Level One	$160.00 per hour
Professional Engineer II	$175.00 per hour
Professional Engineer I	$160.00 per hour
IT Manager	$175.00 per hour
CAD Manager	$170.00 per hour
Project Designer	$155.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$145.00 per hour
Draftsperson Level II	$130.00 per hour
Draftsperson Level I	$125.00 per hour
Project Administrator	$85.00 per hour
Intern	$75.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

TAB F: COST PROPOSAL

VERDE DESIGN

Verde Design, Inc.
Charge Rate Schedule
Effective until December 31, 2022

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	$255.00 per hour
Project Manager/Construction Manager	
Level Four	$240.00 per hour
Level Three	$220.00 per hour
Level Two	$180.00 per hour
Level One	$165.00 per hour
IT Manager	$180.00 per hour
CAD Manager	$175.00 per hour
Project Designer	$160.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$150.00 per hour
Draftsperson Level II	$145.00 per hour
Draftsperson Level I	$140.00 per hour
Project Administrator	$85.00 per hour
Intern	$75.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

PROJECT : Roseville Soccer Complex $~ million budget
CLIENT: City of Roseville
Project No.: 2021 RFP No.: 2103800

Verde Design
Date: May, 2021
Prepared By: CS

		JC	$145.00	PD	$155.00	PMIII	$210.00	P	$245.00	Verde Scope Fees	Electrical Engineering	Structural Engineering	Architectural	Survey	Pros Consulting	Geotechnical Engineer	Total
Phase I - Master Planning																	
Kick-Off Meeting																	
A.	Establish files and in-house documentation	6.0	$870.00	6.0	$930.00	3.0	$630.00	1.0	$245.00	$2,675.00							$2,675.00
B.	Meet with City staff to review project requirements, existing information and to determine the project intent, scope, budget, and timetable		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00							$910.00
a.	Identification of roles and responsibilities of City Staff and consultant team		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
b.	Review proposed park amenities, improvements and steps toward input, consensus and development of the design process		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
c.	Review or develop the project's goals and objectives with City staff.		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
d.	Determine and request all available site and City data, maps, reports, standard provisions and details; and codes, ordinances, and policies pertaining to the proposed project designs		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
e.	Review draft project schedule of tasks for each phase of the design process including all public outreach meetings, and City meetings	2.0	$290.00		$0.00	2.0	$420.00	1.0	$245.00	$955.00							$955.00
f.	Initiate Design Log for tracking outstanding and undecided items		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
SUBTOTAL:		**8.0**	**$1,160.00**	**6.0**	**$930.00**	**7.0**	**$1,470.00**	**4.0**	**$980.00**	**$4,540.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,540.00**
Project Start-up																	
A.	Consultant to initiate topographic survey and geotechnical report.		$0.00		$0.00	2.0	$420.00	1.0	$245.00	$665.00				33770		17600	$52,035.00
B.	Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions.	12.0	$1,740.00	12.0	$1,860.00	4.0	$840.00	4.0	$980.00	$5,420.00							$5,420.00
C.	Review data pertinent to the project, including available right-of-way documents, as built documents, and previous improvement plans; the City's Design and Procedures Manual and Improvement Standards; and codes, ordinances, and policies pertaining to the proposed project design	4.0	$580.00	2.0	$310.00	2.0	$420.00	2.0	$490.00	$1,800.00							$1,800.00
D.	Prepare a discussion comparing synthetic turf versus natural grass systems to inform the decision process		$0.00	8.0	$1,240.00	4.0	$840.00	4.0	$980.00	$3,060.00							$3,060.00
E.	Identify the undecided items and develop a path for resolution. Track these via our design log	2.0	$290.00	12.0	$1,860.00	4.0	$840.00	3.0	$735.00	$3,725.00							$3,725.00
SUBTOTAL:		**18.0**	**$2,610.00**	**34.0**	**$5,270.00**	**16.0**	**$3,360.00**	**14.0**	**$3,430.00**	**$14,670.00**	**$0.00**	**$0.00**	**$0.00**	**$33,770.00**	**$0.00**	**$17,600.00**	**$66,040.00**
Conceptual Design & Public Outreach meeting																	
1	**Conceptual Design Graphics**																
A.	Prepare two (2) color graphics and a matrix of program of items based on the preliminary concept plan and RFP. This includes six fields, parking lot with a preferred 95 spaces per field, restroom, warmup area, shaded large group area which could serve as tournament check-in, porta potties area, maintenance yard, lighting, and trees. The prepared graphics will be in conjunction with City and is intended to guide the Public Outreach input discussion	28.0	$4,060.00	28.0	$4,340.00	16.0	$3,360.00	8.0	$1,960.00	$13,720.00							$13,720.00
B.	Virtual meeting with the City to have an interim review of the 2 graphics and receive any comments or feedback		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00							$910.00
2	**Community Meeting will include the following:**																
C.	Prepare Public Outreach meeting materials consisting of site furnishings, sport field lighting, play equipment developed from City standards, existing sports parks and information discussed with City Staff. This and other information are intended to encourage feedback and input necessary to develop at least two (2) alternative master plans	8.0	$1,160.00	8.0	$1,240.00	4.0	$840.00	2.0	$490.00	$3,730.00							$3,730.00

a.	Set up plan graphics and exhibits for review with City staff for approval	16.0	$2,320.00	16.0	$2,480.00	8.0	$1,680.00	4.0	$980.00	$7,460.00								$7,460.00
D.	Meet with the City to review all materials and graphics for approval		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00								$910.00
E.	Prepare sign in sheets, assist City staff with set up and conduct Public Outreach Meeting		$0.00	3.0	$465.00	3.0	$630.00	3.0	$735.00	$1,830.00								$1,830.00
F.	Based on input at the community meeting and City staff input prepare a minimum of two (2) alternative master plans. Master plan will include		$0.00		$0.00		$0.00		$0.00	$0.00								$0.00
a.	A graphic rendering	24.0	$3,480.00	24.0	$3,720.00	8.0	$1,680.00	4.0	$980.00	$9,860.00								$9,860.00
b.	Labels for elements	2.0	$290.00	4.0	$620.00		$0.00		$0.00	$910.00								$910.00
c.	Dimensions of key elements to clarify intent.		$0.00	2.0	$310.00	2.0	$420.00	2.0	$490.00	$1,220.00								$1,220.00
G.	Prepare meeting minutes of the public meeting for Client review including all exhibits		$0.00	6.0	$930.00	1.0	$210.00	1.0	$245.00	$1,385.00								$1,385.00
H.	Prepare and provide Rough Order of Magnitude (ROM) construction cost estimates based on the two alternative master plans	16.0	$2,320.00	8.0	$1,240.00	4.0	$840.00	4.0	$980.00	$5,380.00								$5,380.00
I.	Review CEQA and environmental information provided from City and identify any possible impediments .		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00								$910.00
J.	Meet with City staff to review comments on the two alternative Master Plans and ROM construction cost estimates		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00								$910.00
K.	Revise the Alternative Master Plans and estimates to reflect City comments and address outside agency requirements	6.0	$870.00	6.0	$930.00	2.0	$420.00	2.0	$490.00	$2,710.00								$2,710.00
Conceptual Design & Public Outreach Meeting 1 SUBTOTAL:		**100.0**	**$14,500.00**	**105.0**	**$16,275.00**	**56.0**	**$11,760.00**	**38.0**	**$9,310.00**	**$51,845.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$51,845.00**
2	**Public Outreach Meeting (2) will include the following:**																	
A.	Prepare materials for Public Outreach Meeting	4.0	$580.00	8.0	$1,240.00	4.0	$840.00	4.0	$980.00	$3,640.00								$3,640.00
a.	Prepare exhibits and sign in sheets	12.0	$1,740.00	12.0	$1,860.00		$0.00		$0.00	$3,600.00								$3,600.00
b.	Review materials with City Staff		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00								$910.00
B.	Conduct meeting to review two alternative Master Plans based on the Public Outreach input meeting 1		$0.00	3.0	$465.00	3.0	$630.00	3.0	$735.00	$1,830.00								$1,830.00
C.	Record comments and identify a preferred alternative Master Plan. (Note - this may likely be a hybrid of the two which we will revise into the preferred alternative plan		$0.00	2.0	$310.00		$0.00		$0.00	$310.00								$310.00
D.	Prepare preferred master plan document and estimate of probable construction costs	24.0	$3,480.00	24.0	$3,720.00	2.0	$420.00	2.0	$490.00	$8,110.00								$8,110.00
a.	Fully labeled and rendered Master plan		$0.00	2.0	$310.00	1.0	$210.00	1.0	$245.00	$765.00								$765.00
b.	Rough grading and drainage plan will be provided for the preferred master plan		$0.00	16.0	$2,480.00	4.0	$840.00	2.0	$490.00	$3,810.00								$3,810.00
c.	On a separate plan sheet Consultant will provide utility improvements		$0.00	8.0	$1,240.00	4.0	$840.00	2.0	$490.00	$2,570.00								$2,570.00
F.	Project administration		$0.00		$0.00	6.0	$1,260.00	2.0	$490.00	$1,750.00								$1,750.00
Public Outreach Meeting 2 SUBTOTAL:		**40.0**	**$5,800.00**	**75.0**	**$11,625.00**	**26.0**	**$5,460.00**	**18.0**	**$4,410.00**	**$27,295.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$27,295.00**
3	**Public Outreach Meeting (3) will include the following:**																	
A.	Prepare presentation materials for final Public Outreach Meeting - any final revisions	16.0	$2,320.00	16.0	$2,480.00	8.0	$1,680.00	8.0	$1,960.00	$8,440.00								$8,440.00
B.	Materials may include providing them electronically and on presentation boards	4.0	$580.00	12.0	$1,860.00	4.0	$840.00	4.0	$980.00	$4,260.00								$4,260.00
C.	Attend and assist City staff at the meeting		$0.00	2.0	$310.00	2.0	$420.00	2.0	$490.00	$1,220.00								$1,220.00
D.	The Consultant will await direction as to the next steps pending approval of the Master Plan		$0.00		$0.00		$0.00		$0.00	$0.00								$0.00
Public Outreach Meeting 3 SUBTOTAL:		**20.0**	**$2,900.00**	**30.0**	**$4,650.00**	**14.0**	**$2,940.00**	**14.0**	**$3,430.00**	**$13,920.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$13,920.00**
																PHASE I TOTAL		**$163,640.00**

Phase II: Construction Documents

30% Design Development

A.	Develop the Master Plan into a 30% Design Development submittal level		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
B.	DD / 30% CD Submittal Package, will include the following		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
a.	Drawings		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
i.	Cover Sheet/Signature Plan	6.0	$870.00		$0.00	2.0	$420.00		$0.00	$1,290.00							$1,290.00
ii.	Existing Conditions Plan	14.0	$2,030.00	8.0	$1,240.00	4.0	$840.00	4.0	$980.00	$5,090.00							$5,090.00
iii.	Demolition Plan	24.0	$3,480.00	16.0	$2,480.00	8.0	$1,680.00	4.0	$980.00	$8,620.00							$8,620.00
iv.	Erosion Control Plan	18.0	$2,610.00	16.0	$2,480.00	8.0	$1,680.00	4.0	$980.00	$7,750.00							$7,750.00
v.	Accessible Path of Travel Plan	14.0	$2,030.00	12.0	$1,860.00	6.0	$1,260.00	4.0	$980.00	$6,130.00							$6,130.00
vi.	Grading Plans	14.0	$2,030.00	80.0	$12,400.00	40.0	$8,400.00	12.0	$2,940.00	$25,770.00							$25,770.00
vii.	Drainage and Utility Plans	14.0	$2,030.00	80.0	$12,400.00	40.0	$8,400.00	12.0	$2,940.00	$25,770.00							$25,770.00
viii.	Layout Plan	18.0	$2,610.00	6.0	$930.00	12.0	$2,520.00	4.0	$980.00	$7,040.00							$7,040.00
ix.	Material & Detail Reference Plan	24.0	$3,480.00	24.0	$3,720.00	12.0	$2,520.00	4.0	$980.00	$10,700.00							$10,700.00
x.	Irrigation Plans & Details	40.0	$5,800.00	40.0	$6,200.00	24.0	$5,040.00	6.0	$1,470.00	$18,510.00							$18,510.00
xi.	Planting Plans & Details	18.0	$2,610.00	16.0	$2,480.00	8.0	$1,680.00	4.0	$980.00	$7,750.00							$7,750.00
xii.	Construction Details	32.0	$4,640.00	32.0	$4,960.00	24.0	$5,040.00	12.0	$2,940.00	$17,580.00							$17,580.00
xiii.	Pre-engineered building plans (coordinate w/ vendor)		$0.00	8.0	$1,240.00	4.0	$840.00	2.0	$490.00	$2,570.00			$1,000.00				$3,570.00
xiv.	Electrical plans, single line diagrams, title 24 plans and calcs, telephone/data and fire alarm plans, photometric plans, coordinate subs		$0.00	6.0	$930.00	4.0	$840.00	4.0	$980.00	$2,750.00	$15,000.00						$17,750.00
C.	Critical Path schedule		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00							$910.00
D.	Engineer's Cost Estimate	24.0	$3,480.00	24.0	$3,720.00	6.0	$1,260.00	2.0	$490.00	$8,950.00							$8,950.00
E.	Technical Project Specifications	8.0	$1,160.00	8.0	$1,240.00	6.0	$1,260.00	6.0	$1,470.00	$5,130.00							$5,130.00
F.	Utility conflicts have been resolved or a timeline for resolution of issues has been determined		$0.00		$0.00	4.0	$840.00	2.0	$490.00	$1,330.00							$1,330.00
G.	Product and materials cutsheets	24.0	$3,480.00	16.0	$2,480.00	8.0	$1,680.00	2.0	$490.00	$8,130.00							$8,130.00
H.	Project submittal booklet		$0.00	16.0	$2,480.00	8.0	$1,680.00	6.0	$1,470.00	$5,630.00							$5,630.00
I.	Internal redline review and Quality Control	24.0	$3,480.00	24.0	$3,720.00	8.0	$1,680.00	8.0	$1,960.00	$10,840.00							$10,840.00
J.	Submit DD /30% CD Package (digitally) and three (3) hardcopies to the City for review and approval.	4.0	$580.00	2.0	$310.00	2.0	$420.00	1.0	$245.00	$1,555.00							$1,555.00
K.	Attend (1) one meeting with City Staff to review DD/30% CD Package and receive comments and feedback and authorization to move forward with construction documents		$0.00		$0.00	2.0	$420.00	2.0	$490.00	$910.00							$910.00
L.	Project Administration as required to coordinate work with the City, and sub-consultants		$0.00		$0.00	8.0	$1,680.00	4.0	$980.00	$2,660.00							$2,660.00
	SUBTOTAL:	**320.0**	**$46,400.00**	**434.0**	**$67,270.00**	**250.0**	**$52,500.00**	**111.0**	**$27,195.00**	**$193,365.00**	**$15,000.00**	**$0.00**	**$1,000.00**	**$0.00**	**$0.00**	**$0.00**	**$209,365.00**

	2022 Fee Rates	**JC**	**$150.00**	**PD**	**$160.00**	**PMIII**	**$220.00**	**P**	**$255.00**	**Verde Scope Fees**	**Electrical Engineering**	**Structural Engineering**	**Architectural**	**Survey**		**Geotechnical Engineer**	**Total**
90% Construction Document Submittal																	
A.	Incorporate comments received from Design Development / 30% CD submittal and develop documentation to 90% CD submittal level	6.0	$900.00	6.0	$960.00	2.0	$440.00	2.0	$490.00	$2,790.00							$2,790.00
B.	90% CD Submittal Package will include the following:		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
a.	Drawings		$0.00		$0.00		$0.00		$0.00	$0.00							$0.00
i.	Cover Sheet/Signature Plan	6.0	$900.00		$0.00		$0.00		$0.00	$900.00							$900.00
ii.	Existing Conditions Plan	12.0	$1,800.00	6.0	$960.00	2.0	$440.00	1.0	$245.00	$3,445.00							$3,445.00
iii.	Demolition Plan	24.0	$3,600.00	12.0	$1,920.00	4.0	$880.00	2.0	$490.00	$6,890.00							$6,890.00
iv.	Erosion Control Plan	24.0	$3,600.00	8.0	$1,280.00	4.0	$880.00	1.0	$245.00	$6,005.00							$6,005.00
v.	Accessible Path of Travel Plan	24.0	$3,600.00	8.0	$1,280.00	2.0	$440.00	1.0	$245.00	$5,565.00							$5,565.00
vi.	Grading Plans	12.0	$1,800.00	80.0	$12,800.00	48.0	$10,560.00	6.0	$1,470.00	$26,630.00							$26,630.00
vii.	Drainage and Utility Plans	12.0	$1,800.00	80.0	$12,800.00	48.0	$10,560.00	6.0	$1,470.00	$26,630.00							$26,630.00
viii.	Layout Plan	8.0	$1,200.00	16.0	$2,560.00	4.0	$880.00	2.0	$490.00	$5,130.00							$5,130.00
ix.	Material & Detail Reference Plan	40.0	$6,000.00	40.0	$6,400.00	32.0	$7,040.00	16.0	$3,920.00	$23,360.00							$23,360.00
x.	Irrigation Plans & Details	40.0	$6,000.00	16.0	$2,560.00	24.0	$5,280.00	2.0	$490.00	$14,330.00							$14,330.00
xi.	Planting Plans & Details	16.0	$2,400.00	12.0	$1,920.00	24.0	$5,280.00	2.0	$490.00	$10,090.00							$10,090.00

xii.	Construction Details	40.0	$6,000.00	40.0	$6,400.00	24.0	$5,280.00	4.0	$980.00	$18,660.00								$18,660.00
xiii.	Pre-engineered building plans (coordinate w/ vendor)		$0.00	6.0	$960.00	4.0	$880.00	1.0	$245.00	$2,085.00			$6,640.00					$8,725.00
xiv.	Structural Details		$0.00	4.0	$640.00	4.0	$880.00	1.0	$245.00	$1,765.00		$2,500.00						$4,265.00
xv.	Electrical plans, single line diagrams, title 24 plans and calcs, telephone/data and fire alarm plans, photometric plans, coordinate subs		$0.00	4.0	$640.00	2.0	$440.00	1.0	$245.00	$1,325.00	$69,000.00							$70,325.00
b.	Technical Project Specifications	6.0	$900.00	4.0	$640.00	8.0	$1,760.00	1.0	$245.00	$3,545.00								$3,545.00
c.	Critical Path Schedule		$0.00		$0.00	2.0	$440.00	2.0	$490.00	$930.00								$930.00
d.	Coordinate with City Departments throughout development of the documents		$0.00		$0.00	4.0	$880.00	4.0	$980.00	$1,860.00								$1,860.00
e.	Product materials and cutsheets	4.0	$600.00	4.0	$640.00	2.0	$440.00	2.0	$490.00	$2,170.00								$2,170.00
f.	Product submittal booklet	4.0	$600.00	4.0	$640.00	4.0	$880.00	4.0	$980.00	$3,100.00								$3,100.00
C.	Internal redline review and Quality Control	40.0	$6,000.00	40.0	$6,400.00	16.0	$3,520.00	12.0	$2,940.00	$18,860.00								$18,860.00
D.	Submit 90% CD Submittal to Parks Department (digital submittal) for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)		$0.00	4.0	$640.00	2.0	$440.00	1.0	$245.00	$1,325.00								$1,325.00
F.	Attend (1) one meeting with City staff to review 90% CD and receive comments and feedback		$0.00		$0.00	2.0	$440.00	2.0	$490.00	$930.00								$930.00
SUBTOTAL:		**318.0**	**$47,700.00**	**394.0**	**$63,040.00**	**268.0**	**$58,960.00**	**76.0**	**$18,620.00**	**$188,320.00**	**$69,000.00**	**$2,500.00**	**$6,640.00**	**$0.00**	**$0.00**	**$0.00**	**$266,460.00**	
100% CD / Building Permit Submittal																		
A.	Following receipt of City comments, VDI shall proceed to complete the 100% CD bid package submittal		$0.00		$0.00		$0.00		$0.00	$0.00								
B.	Incorporate 90% CD comments and any technical data.	40.0	$6,000.00	40.0	$6,400.00	32.0	$7,040.00	12.0	$3,060.00	$22,500.00								$22,500.00
C.	100% CD / Submittal Package will include the following																	
a.	Drawings	60.0	$9,000.00	60.0	$9,600.00	40.0	$8,800.00	12.0	$3,060.00	$30,460.00	$15,000.00	$3,500.00	$3,000.00					$51,960.00
b.	Technical Project Specifications	4.0	$600.00	4.0	$640.00	12.0	$2,640.00	4.0	$1,020.00	$4,900.00								$4,900.00
c.	Coordinate with City Departments throughout development of the documents		$0.00	4.0	$640.00	4.0	$880.00	2.0	$510.00	$2,030.00								$2,030.00
D.	Internal redline review and Quality Control	32.0	$4,800.00	32.0	$5,120.00	16.0	$3,520.00	12.0	$3,060.00	$16,500.00								$16,500.00
F.	Submit 100% CD Submittal to Parks Department (digital submittal) for permitting. (Plans will comply with the Electronic Plan Review Document Submittal Requirements	2.0	$300.00	8.0	$1,280.00	4.0	$880.00	2.0	$510.00	$2,970.00								$2,970.00
G.	Attend (1) one meeting with City to review 100% CD and receive comments and feedback		$0.00	2.0	$320.00	2.0	$440.00	2.0	$510.00	$1,270.00								$1,270.00
SUBTOTAL:		**138.0**	**$20,700.00**	**150.0**	**$24,000.00**	**110.0**	**$24,200.00**	**46.0**	**$11,730.00**	**$80,630.00**	**$15,000.00**	**$3,500.00**	**$3,000.00**	**$0.00**	**$0.00**	**$0.00**	**$102,130.00**	
Back Check 100% Submittal																		
A.	Following receipt of City comments, VDI shall proceed to complete the 100% CD bid package submittal		$0.00	2.0	$320.00	2.0	$440.00	2.0	$510.00	$1,270.00								$1,270.00
B.	Incorporate 100% CD comments and any technical data as submittal	32.0	$4,800.00	32.0	$5,120.00	24.0	$5,280.00	12.0	$3,060.00	$18,260.00	$5,000.00		$1,000.00					$24,260.00
C.	Internal redline review and Quality Control	32.0	$4,800.00	32.0	$5,120.00	16.0	$3,520.00	4.0	$1,020.00	$14,460.00								$14,460.00
D.	100% Submittal Package will include the following:		$0.00		$0.00		$0.00		$0.00	$0.00								$0.00
a.	Construction drawings	4.0	$600.00	6.0	$960.00	4.0	$880.00	2.0	$510.00	$2,950.00								$2,950.00
b.	Technical Project Specifications	4.0	$600.00	6.0	$960.00	4.0	$880.00	2.0	$510.00	$2,950.00								$2,950.00
F.	Submit 100% CD Submittal to Parks Department (digital submittal) and three (3) hardcopies for permitting. (Plans will comply with the Electronic Plan Review Document Submittal Requirements		$0.00	2.0	$320.00	2.0	$440.00		$0.00	$760.00								$760.00
SUBTOTAL:		**72.0**	**$10,800.00**	**80.0**	**$12,800.00**	**52.0**	**$11,440.00**	**22.0**	**$5,610.00**	**$40,650.00**	**$5,000.00**	**$0.00**	**$1,000.00**	**$0.00**	**$0.00**	**$0.00**	**$46,650.00**	
																PHASE II TOTAL	**$624,605.00**	
TOTAL		**1034.0**	**$152,570.00**	**1308.0**	**$205,860.00**	**799.0**	**$172,090.00**	**343.0**	**$84,715.00**	**$615,235.00**	**$104,000.00**	**$6,000.00**	**$11,640.00**	**$33,770.00**	**$0.00**	**$17,600.00**	**$788,245.00**	

Ph I	**$163,640.00**
Ph II	**$624,605.00**
Reimbursables NTE	**$8,000.00**
Total Ph 1 & Ph II	**$796,245.00**

Optional Services																
Phase III: Construction Adminstration																
Bidding Assistance & Construction Services																
A. Bidding Assistance																
a. Assist City in distribution of bid sets to preselected bidders	2.0	$300.00	2.0	$320.00	2.0	$440.00		$0.00	$1,060.00							$1,060.00
b. Attend prebid conference		$0.00	2.0	$320.00	2.0	$440.00		$0.00	$760.00							$760.00
c. Prepare written addenda, technical information, supplemental drawings or specifications to answer bidder's written questions		$0.00	6.0	$960.00	4.0	$880.00		$0.00	$1,840.00							$1,840.00
d. Attend bid opening		$0.00	2.0	$320.00	2.0	$440.00		$0.00	$760.00							$760.00
e. Prepare bid analysis memo		$0.00	2.0	$320.00	4.0	$880.00		$0.00	$1,200.00							$1,200.00
B. Construction Administration Services:										$10,000.00	$1,425.00	$2,000.00				$13,425.00
a. Attend one (1) construction kick-off meeting.		$0.00		$0.00	2.0	$440.00	2.0	$510.00	$950.00							$950.00
b. Attend up to five (5) weekly site meetings.		$0.00	9.0	$1,440.00	15.0	$3,300.00	2.0	$510.00	$5,250.00							$5,250.00
c. Provide up to five (5) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.		$0.00	3.0	$480.00	5.0	$1,100.00	2.0	$510.00	$2,090.00							$2,090.00
d. Process and coordinate submittals and shop drawings, five (5) times.	10.0	$1,500.00	10.0	$1,600.00	5.0	$1,100.00	1.0	$255.00	$4,455.00							$4,455.00
e. Respond to questions, RFI responses, clarifications, substitution requests and assist City with Change Orders if necessary.	8.0	$1,200.00	8.0	$1,280.00	4.0	$880.00	2.0	$510.00	$3,870.00							$3,870.00
f. Attend substantial completion walk-through and generate punch list.		$0.00	3.0	$480.00	3.0	$660.00		$0.00	$1,140.00							$1,140.00
g. (1) Final site walk with contractor and owner to accept project.		$0.00	3.0	$480.00	3.0	$660.00		$0.00	$1,140.00							$1,140.00
h. Review as-built plans.		$0.00	8.0	$1,280.00	2.0	$440.00	2.0	$510.00	$2,230.00							$2,230.00
i. Warranty evaluation.	2.0	$300.00		$0.00	2.0	$440.00		$0.00	$740.00							$740.00
j. Project Closeout.		$0.00	4.0	$640.00	4.0	$880.00	2.0	$510.00	$2,030.00							$2,030.00
SUBTOTAL:	**22.0**	**$3,300.00**	**62.0**	**$9,920.00**	**59.0**	**$12,980.00**	**13.0**	**$3,315.00**	**$29,515.00**	**$10,000.00**	**$1,425.00**	**$2,000.00**	**$0.00**		**$0.00**	**$42,940.00**
															PHASE III TOTAL	**$42,940.00**

Buisness Plan/Analysis														$30,000.00		$30,000.00
Stick Frame Building										$40,000.00		$35,200.00				$75,200.00
3D Rendering																
Prepare three-dimensional model for use in gathering support from stakeholders and communicating the vision of the master plan			60.0	$9,300.00	4.0	$840.00	4.0	$980.00	$11,120.00		$0.00		$0.00		$0.00	$11,120.00

COUNCIL COMMUNICATION

CC #: 1560
File #: 0400-04-13-1 & 0400-07

Title:	Creekview Phase 2 Village 12 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, the public utility easements, and accept, subject to improvement, Lots A, B, and C and the rights of way and the paseo easements offered thereon, and approve the abandonment of the easement listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 95 residential lots and 3 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Creekview - Phase 2 Village 12 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Creekview - Phase 2 Village 12 final map was accomplished with the preparation of the Creekview Specific Plan EIR (Adopted in April 2011) (SCH#2008032017) and the Addendum to the Creekview Specific Plan EIR approved by the City of Roseville on October 23, 2019. Because the Creekview - Phase 2 Village 12 final map is consistent with the project evaluated in the Creekview Specific Plan EIR and the Addendum, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR and the Addendum will be implemented. As

such, no additional CEQA action is required at this time.

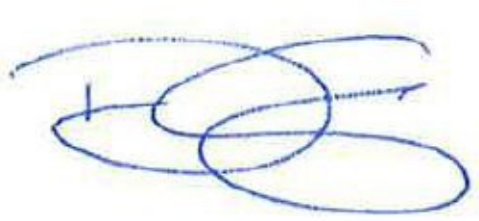
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-286

Final Map

Subdivision Agreement

RESOLUTION NO. 21-286

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, for the Creekview Phase 2 Village 12 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

BOOK_____ OF MAPS, PAGE_____

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 2 VILLAGE 12" 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 DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT 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 LOTS A, B, AND C, THE STREETS SHOWN HEREON AS ALDERWOOD PLACE, EXPEDITION LANE, GRASSCREEK DRIVE, MEADOW MIST COURT, UPPER BANK WAY, WHISPER RIDGE DRIVE, WHISTLING BEND WAY, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-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 A, B NAD C SHOWN HEREON AND DESIGNATED *"PASEO EASEMENT" (P.E.)*

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS ALDERWOOD PLACE, EXPEDITION LANE, GRASSCREEK DRIVE, MEADOW MIST COURT, UPPER BANK WAY, WHISPER RIDGE DRIVE AND WHISTLING BEND WAY.

(B) LOTS A, B AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHT-OF-WAY.

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 May 25, 2021 BEFORE ME, Bonnie Kwan, 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.

SIGNATURE Bonnie Kwan PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12/27/2023 MY COMMISSION NUMBER: 2317317

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 2 VILLAGE 12" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 2 VILLAGE 12" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "CREEKVIEW - PHASE 2 VILLAGE 12" 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., LS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: May 24, 2021

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
3-31-22
No. 9265
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 2 VILLAGE 12", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND C, THE RIGHTS-OF-WAY AND PASEO EASEMENT OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 3 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

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

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ _____
DEPUTY

FINAL MAP OF
CREEKVIEW - PHASE 2
VILLAGE 12
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2021

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

 18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-0034783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____

NAME: _____

TITLE: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON_____ BEFORE ME,_____, A NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____MY COMMISSION NUMBER: _____

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 18.723± ACRES, CONSISTING OF 95 RESIDENTIAL LOTS AND 3 LANDSCAPE LOTS.
3. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

   a. THE PORTIONS OF FORTY (40) FOOT WIDE IRREVOCABLE OFFERS OF DEDICATION/RIGHT OF WAY (I.O.D./RO.W.) AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" RECORDED IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP NOT SHOWN HEREON.
4. ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER.
6. A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTING, INC., DATED AUGUST 2014; PROJECT NUMBER S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

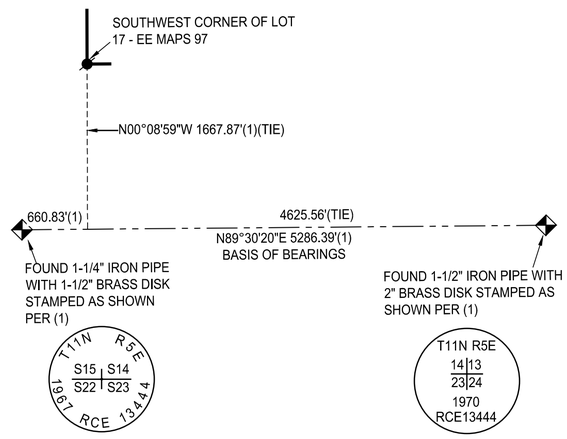
○	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" PER (1)
⊙	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" PER (1), (2) OR (3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
B.P.E.	BIKE PATH EASEMENT
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.G.E.	PACIFIC GAS AND ELECTRIC COMPANY
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
(X)	SHEET INDEX
———	SUBDIVISION BOUNDARY
—— - ——	CENTER LINE
— —— —	IOD/ROW
———	LOT LINE & ROW
———	LOT LINE
— — — —	EASEMENT LINE
----------	ADJACENT PROPERTY LINE
⊤	FRONT MONUMENT SEE NOTE 4 HEREON
⊥	REAR MONUMENT SEE NOTE 5 HEREON

REFERENCES:

(1) EE MAPS 97 CREEKVIEW PHASE 1 LLM
(2) FF MAPS 22 CREEKVIEW PHASE 1 VILLAGE 10, 11 & 15
(3) FF MAPS 23 CREEKVIEW PHASE 1 VILLAGE 13 & 14

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 "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF
CREEKVIEW - PHASE 2
VILLAGE 12
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

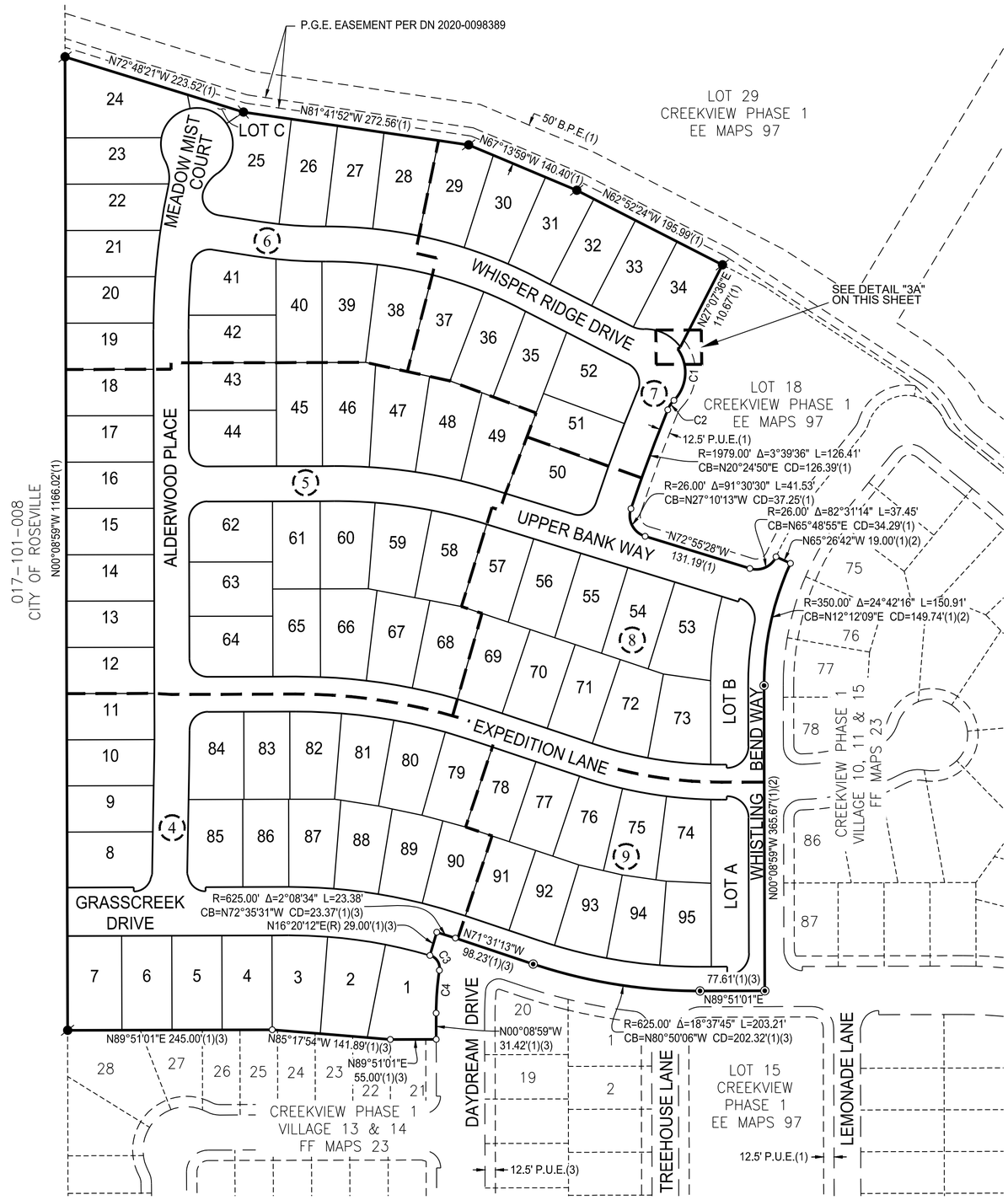
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2021

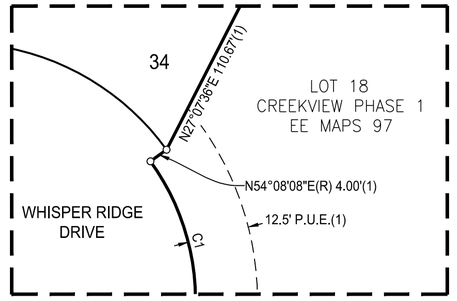
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

18431.000

BOOK_____ OF MAPS, PAGE_____



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1(1)	48.00'	79°46'13"	66.83'	N04° 01' 15"E	61.56
C2(1)	36.00'	21°39'44"	13.61'	N33° 04' 30"E	13.53
C3(1)(3)	16.00'	82°28'24"	23.03'	N32° 25' 36"W	21.09
C4(1)(3)	329.00'	8°57'35"	51.45'	N04° 19' 49"E	51.40



DETAIL "3A"
1" = 20'

N

0 50 100 200
SCALE: 1" = 100'

FINAL MAP OF

CREEKVIEW - PHASE 2

VILLAGE 12

SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2021

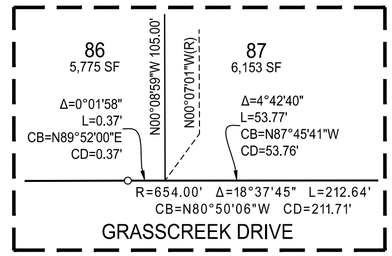
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

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

18431.000

SEE SHEET 5

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1(1)(3)	16.00'	82°28'24"	23.03'	N32° 25' 36"W	21.09
C2(1)(3)	329.00'	8°57'35"	51.45'	N04° 19' 49"E	51.40
C3(1)(3)	625.00'	2°08'34"	23.38'	N72° 35' 31"W	23.37
C4	22.00'	89°49'07"	34.49'	N44° 56' 28"E	31.06



DETAIL "4A"
NTS

017-101-008
CITY OF ROSEVILLE
ALDERWOOD PLACE
EXPEDITION LANE
GRASSCREEK DRIVE
DAYDREAM DRIVE
SEE SHEET 9
SEE DETAIL "4A" ON THIS SHEET
CREEKVIEW PHASE 1 VILLAGE 13 & 14 FF MAPS 23
12
11 5,801 SF
10 5,772 SF
9 5,709 SF
8 6,786 SF
84 6,772 SF
83 5,775 SF
82 6,033 SF
81 6,063 SF
80 6,074 SF
79 5,802 SF
78
85 6,914 SF
86 5,775 SF
87 6,153 SF
88 6,090 SF
89 5,947 SF
90 5,858 SF
91
7 7,345 SF
6 6,780 SF
5 6,780 SF
4 6,780 SF
3 7,157 SF
2 7,303 SF
1 7,789 SF
67
68
69
N89°51'01"E 105.00'
N89°51'01"E 104.92'
N89°51'01"E 103.91'
N89°51'01"E 102.75'
N89°51'01"E 148.40'
N89°51'01"E 105.41'
N89°51'01"E 174.89'
N89°51'01"E 99.29'
N89°51'01"E 79.69'
N89°51'01"E 265.00'
N89°51'01"E 245.00'(1)(3)
N89°51'01"E 55.00'(1)(3)
N00°08'59"W 473.63'(OA)
N01°03'10"E 137.43'
N01°03'10"E 181.54'
N00°08'59"W 1166.02'(1)(OA)
N71°31'13"W 141.84'(OA)
N71°31'13"W 142.97'(OA)
N71°31'13"W 98.23'(OA)
N71°31'13"W 98.23'(OA)(1)(3)
N85°17'54"W 141.89'(1)(3)
N81°08'50"W 53.21'
N78°02'03"W 53.18'
N74°49'26"W 54.20'
N71°31'13"W 142.97'(OA)
N00°08'59"W 31.42'(1)(3)
N00°08'59"W 142.42'(3)
N00°08'59"W 105.00'
N01°03'10"E 135.63'
N00°08'59"W 113.00'
N00°08'59"W(R) 5.00'
N00°08'59"W 105.00'
N00°08'59"W 113.00'
N00°08'59"W 105.00'
N00°08'59"W 113.00'
N00°08'59"W 105.00'
N00°08'59"W 113

BOOK_____OF MAPS, PAGE_____

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 4

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

017-101-008
CITY OF ROSEVILLE

ALDERWOOD PLACE

UPPER BANK WAY

EXPEDITION LANE

N00°08'59"W 1166.02'(1)(OA)

N00°08'59"W 473.63'(OA)

N00°08'59"W 473.63'(OA)

N89°51'01"E 194.80'

N89°51'01"E 148.40'

19 N89°51'01"E 105.00'
18 5,828 SF
17 5,828 SF
16 5,828 SF
15 5,828 SF
14 5,828 SF
13 5,827 SF
12 5,801 SF
11
55.50' 55.50' N89°51'01"E 105.00'
55.25' 55.25' N89°51'01"E 105.00'
12.5' P.U.E.
21'
185.10'
252.00'
36.53'

42 105.00' N89°51'01"E 211.91'(OA)
40 55.00'
39 51.91'
38 12.41' N77°37'59"W 103.48'(OA)
37 66.16' N77°37'59"W
36 24.91' N69°35'15"W 110.00'(OA) 40.78'
43 5,985 SF
44 6,945 SF
45 6,827 SF
46 7,467 SF
47 7,213 SF
48 6,807 SF
49
S00°08'59"E 142.10'(OA) 57.00' 45.13'
N89°51'01"E 105.00'
N00°08'59"W 124.13' 57.00' 67.13'
N00°08'59"W 124.13'
N03°35'39"E(R) 123.08'
N08°31'05"E(R) 115.80'
N13°26'32"E(R) 108.51'
R=22.00' Δ=90°00'00" L=34.56'
CB=N45°08'59"W CD=31.11'
83.00' 55.00' 13.80'
N89°51'01"E 151.80'
CB=N88°16'40"W CD=42.20'
Δ=3°44'37" L=42.21'
CB=N83°56'38"W CD=55.50'
Δ=4°55'26" L=55.52'
CB=N79°01'12"W CD=55.50'
Δ=4°55'26" L=55.52'
Δ=3°38'00" L=40.97'
CB=N74°44'28"W CD=40.96'
R=646.00' Δ=17°13'30" L=194.21'
CB=N81°32'13"W CD=193.48'
R=625.00' Δ=17°13'30" L=187.90'
CB=N81°32'13"W CD=187.19'
R=604.00' Δ=17°13'30" L=181.58'
CB=N81°32'13"W CD=180.90'
N72°55'28"W 112.06'(OA)
N72°55'28"W 319.27'(OA)
3.98'

62 7,146 SF
61 5,985 SF
60 6,445 SF
59 6,598 SF
58 6,560 SF
57
63 6,500 SF
65 5,991 SF
66 6,621 SF
67 6,452 SF
68 6,450 SF
69
64 7,146 SF
N89°51'01"E 100.00'
N89°51'01"E 114.42'
N00°08'59"W 105.00' 72.50' 50.50'
N00°08'59"W 105.00'
N00°08'59"W 105.63'
N02°17'16"E(R)
N04°30'13"E(R) 103.35'
N06°48'53"E(R) 108.89'
N11°24'04"E(R) 106.98'
N11°00'34"E(R) 106.37'
N15°59'16"E(R) 106.76'
N17°04'32"E 102.95'
S00°08'59"E 166.00' 65.00'
57.00' 57.42' 10.77'
N79°11'32"W 56.73' 113.64' 64.37' 56.91' 38.50' 25.89'
N71°31'13"W 254.94'(OA)
R=22.00' Δ=90°00'00" L=34.56'
CB=N44°51'01"E CD=31.11'
78.00' 27.40'
N89°51'01"E 105.40'
Δ=2°26'15" L=29.61'
CB=N88°55'51"W CD=29.61'
CB=N85°26'56"W CD=54.97'
Δ=4°31'36" L=54.99'
CB=N80°53'32"W CD=55.70'
Δ=4°35'11" L=55.71'
CB=N76°18'20"W CD=55.70'
Δ=4°35'11" L=55.71'
R=696.00' Δ=18°37'45" L=226.30'
CB=N80°50'06"W CD=225.30'
R=675.00' Δ=18°37'45" L=219.47'
CB=N80°50'06"W CD=218.50'
Δ=4°39'12" L=49.05'
CB=N87°49'23"W CD=49.04'
Δ=6°30'21" L=68.58'
CB=N82°14'36"W CD=68.55'
Δ=6°03'58" L=63.95'
CB=N75°57'27"W CD=63.92'

84 83 82 81 80

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF
CREEKVIEW - PHASE 2
VILLAGE 12
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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JUNE 2021

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

18431.000

LOT 29
CREEKVIEW PHASE 1
EE MAPS 97

P.G.E. EASEMENT PER DN 2020-0098389-00

LOT C
786 SF
P.E./P.U.E.

50' B.P.E. (1)

11.00'
153.52'
N72°48'21"W 223.52'(1)

N10°40'00"W(R) 16.95'

24
10,148 SF

Δ=69°10'55"
L=51.92'
CB=N44°44'33"E
CD=48.82'
12.5' P.U.E.
N79°50'54"W(R)

R=43.00' Δ=262°43'59" L=197.18'
CB=N76°06'33"W CD=64.54'
C2
70.00'

58.08'
N55°34'44"E(R) 24.61'
55.86'
N81°41'52"W 272.56'(1)(OA)
56.19'
66.06'
11.00'

97.02'
N89°51'01"E 115.17'

MEADOW MIST COURT

Δ=37°37'38"
L=28.24'
CB=N08°39'43"W
CD=27.73'

23
6,627 SF

Δ=36°48'32"
L=28.91'
CB=N09°04'16"W
CD=28.42'
S80°40'00"E(R)

Δ=89°40'42"
L=67.30'
CB=N10°25'05"E
CD=60.64'

12.5' P.U.E.

25
9,824 SF

R=45.00' Δ=32°48'19" L=25.77'
CB=N38°51'17"E CD=25.41'
R=22.00' Δ=103°45'31" L=39.84'
CB=N29°25'38"W CD=34.62'
Δ=2°28'46"
L=21.81'
CB=N82°32'47"W
CD=21.81'

26
6,957 SF

27
6,646 SF

28
7,069 SF

29

N06°41'11"E 126.64'
N06°41'11"E 121.50'
N06°41'11"E 116.11'
N11°38'22"E(R) 116.65'
S06°12'50"W(R)
S00°08'59"E(R)
N05°45'39"E(R)

55.50'
N89°51'01"E 123.69'

Δ=2°38'12"
L=2.07'
CB=N10°39'06"E
CD=2.07'

22
6,569 SF

CB=N10°04'26"E
CD=54.33'
Δ=3°47'32"
L=54.34'
CB=N05°54'37"E
CD=173.34'

21'
CB=N07°54'50"E
CD=224.43'
Δ=7°17'02"
L=101.70'
CB=N12°20'08"E
CD=101.64'

N81°18'24"W 51.90'
R=504.00' Δ=8°50'35" L=77.79'
CB=N85°43'41"W CD=77.71'

CB=N86°58'04"W
CD=55.95'
Δ=6°21'49"
L=55.98'

CB=N87°11'40"W
CD=56.30'
Δ=5°54'36"
L=56.32'

CB=N81°18'00"W
CD=56.00'
Δ=5°52'45"
L=56.02'

12.5' P.U.E.

R=546.00' Δ=27°16'34" L=259.93'
CB=N76°30'41"W CD=257.48'(OA)
R=525.00' Δ=27°16'34" L=249.93'(OA)
CB=N76°30'41"W CD=247.58'
R=504.00' Δ=27°16'34" L=239.93'
CB=N76°30'41"W CD=237.67'(OA)

21'

N89°51'01"E 113.66'
N81°49'20"W(R)

21
6,118 SF

CB=N06°13'43"E
CD=55.85'
Δ=3°53'53"
L=55.86'

55.50'
N89°51'01"E 107.45'
N85°43'13"W(R)

20
5,879 SF

CB=N02°20'27"E
CD=55.55'
Δ=3°52'39"
L=55.56'

R=821.00' Δ=12°07'10" L=173.66' CB=N05°54'37"E CD=173.34'

ALDERWOOD PLACE

R=800.00' Δ=16°07'37" L=225.18' CB=N04°16'19"E CD=123.35'
Δ=8°50'35" L=123.47' CB=N02°38'37"E CD=75.93'
R=779.00' Δ=5°35'12" L=75.96'
CB=N02°38'37"E CD=75.93'

WHISPER RIDGE DRIVE

N81°18'24"W 52.30'
R=22.00' Δ=93°15'23" L=35.81'
CB=N52°03'55"E CD=31.98'
Δ=2°34'38"
L=24.56'
CB=N82°35'43"W
CD=24.56'

41
7,527 SF

Δ=4°20'01"
L=58.92'
CB=N03°16'13"E
CD=58.91'

Δ=5°47'03"
L=55.12'
CB=N86°46'33"W
CD=55.10'

Δ=7°02'25"
L=61.93'
CB=N86°37'46"W
CD=61.89'

Δ=7°37'03"
L=67.01'
CB=N79°18'02"W
CD=66.96'

S06°06'58"W(R)
67.13'
S00°19'56"W(R)
N06°53'27"E(R) 117.96'
N14°30'29"E(R) 119.45'

55.50'
N89°35'53"W(R)
N89°51'01"E 105.04'

Δ=0°33'06"
L=7.90'
CB=N00°07'34"E
CD=7.90'

19
5,828 SF

12.5' P.U.E.
47.60'
N00°08'59"W 473.63'(OA)

N88°53'48"W(R)
N89°51'01"E 104.81'

Δ=1°15'11"
L=17.04'
CB=N00°28'37"E
CD=17.04'

42
5,984 SF

40
6,712 SF

39
7,097 SF

38
7,046 SF

37

N00°08'59"W 124.13'
N00°08'59"W 120.89'

S00°08'59"E 142.10'(OA)
39.97'
12.5' P.U.E.
57.00'

105.00'
55.00'
51.91'
N89°51'01"E 211.91'(OA)
51.21'
N77°37'59"W 103.48'(OA)

N89°51'01"E 105.00'

18
43
45
46
47

21'
21'

017-101-008
CITY OF ROSEVILLE

SEE SHEET 7

SEE SHEET 5

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

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	45.00'	39°26'44"	30.98'	N07° 45' 10"W	30.37
C2	43.00'	66°14'44"	49.72'	N67° 32' 38"W	46.99

N

0 30 60
SCALE:1"=30'

FINAL MAP OF
CREEKVIEW - PHASE 2
VILLAGE 12
SUBDIVISION No. PL18-0190

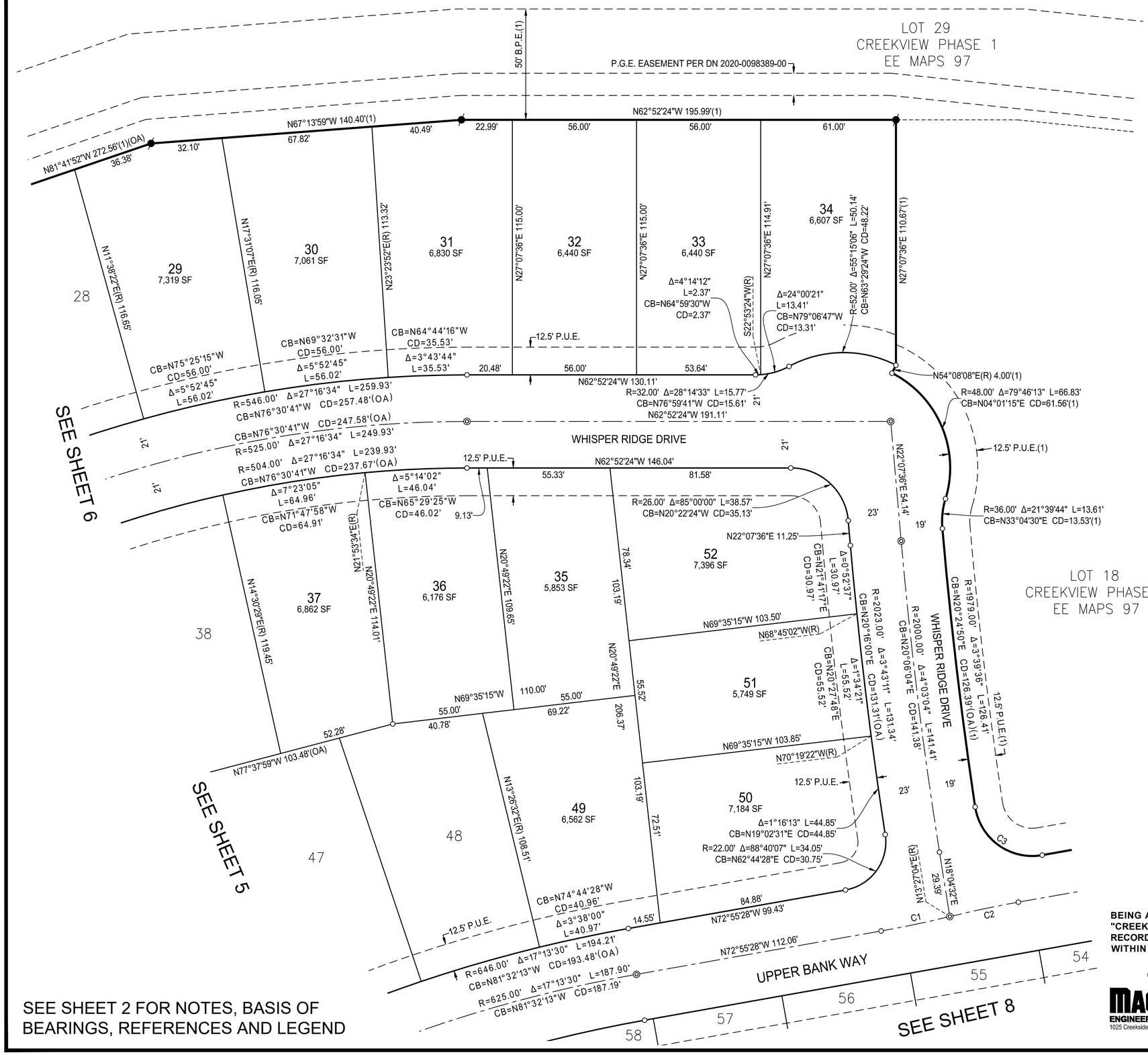
BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	500.00'	3°37'28"	31.63'	N74° 44' 12"W	31.62
C2	500.00'	3°37'28"	31.63'	N74° 44' 12"W	31.62
C3	26.00'	91°30'30"	41.53'	N27° 10' 13"W	37.25

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

FINAL MAP OF
CREEKVIEW - PHASE 2
VILLAGE 12
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

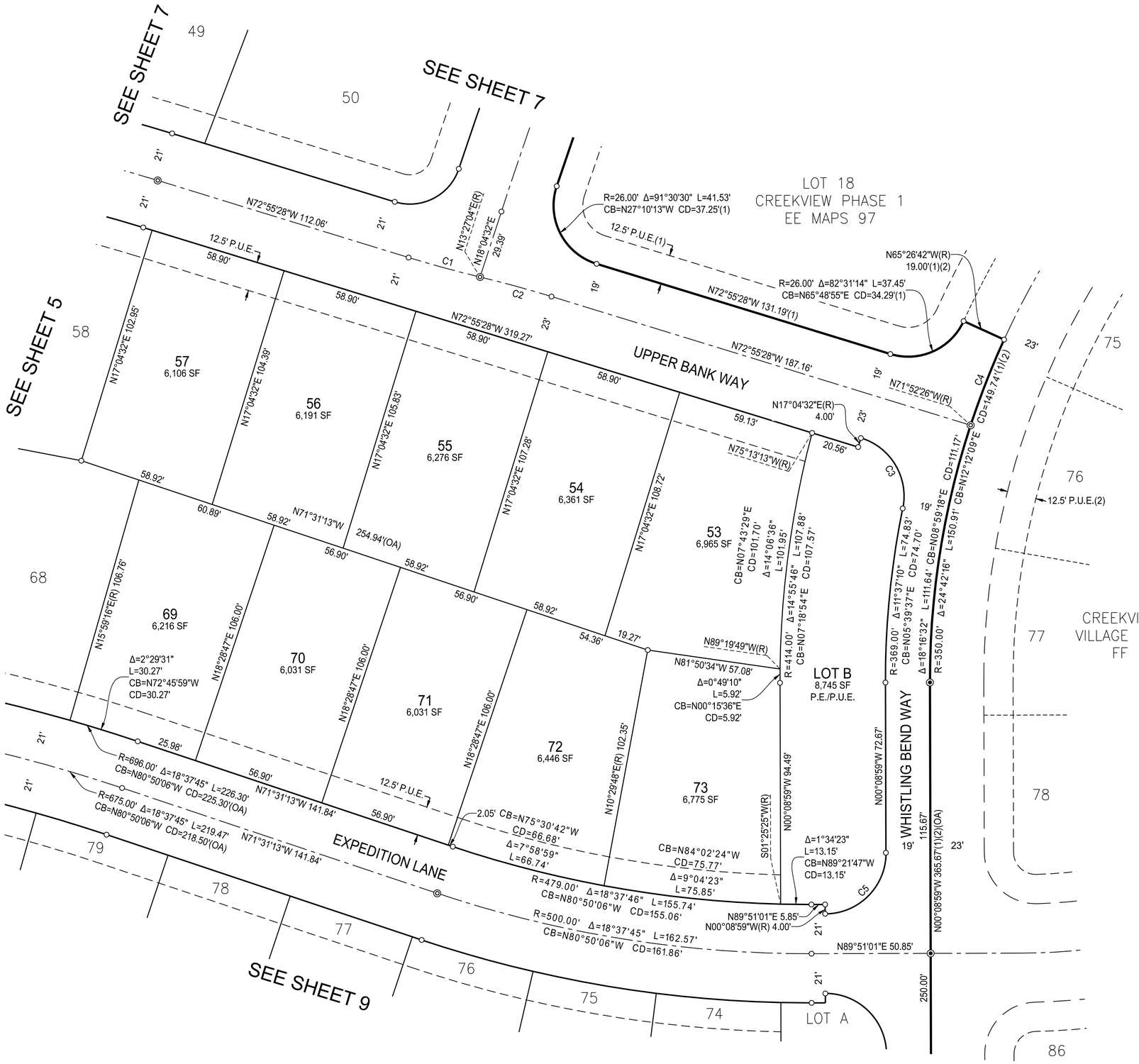
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Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	500.00'	3°37'28"	31.63'	N74° 44' 12"W	31.62
C2	500.00'	3°37'28"	31.63'	N74° 44' 12"W	31.62
C3	26.00'	84°23'40"	38.30'	N30° 43' 38"W	34.93
C4	350.00'	6°25'44"	39.27'	N21° 20' 26"E	39.25
C5	26.00'	90°00'00"	40.84'	N44° 51' 01"E	36.77



FINAL MAP OF

CREEKVIEW - PHASE 2

VILLAGE 12

SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, 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

BOOK_____OF MAPS, PAGE_____

SEE SHEET 8

SEE SHEET 4

EXPEDITION LANE

LOT B

LOT A
9,075 SF
P.E./P.U.E.

WHISTLING BEND WAY

CREEKVIEW PHASE 1
VILLAGES 10, 11 & 15
FF MAPS 22

GRASSCREEK DRIVE

DAYDREAM DRIVE

LOT 12
CREEKVIEW PHASE 1
EE MAPS 97

LOT 15
CREEKVIEW PHASE 1
EE MAPS 97

SCALE:1"=30'

FINAL MAP OF
CREEKVIEW - PHASE 2
VILLAGE 12
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 17 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO.PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, 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

18431.000

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Creekview Phase 2 - Village 12 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Anthem United Creekview Developments Limited Partnership, a Washington Limited Partnership, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as " Creekview - Phase 2 Village 12 Subdivision" (Subdivision no. PL18-0190 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10th day of October, 2019, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay and Somps Civil Engineers, Inc , dated January 26, 2021 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before October 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 1,971,299 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required

by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Porter, Director, Development
Anthem United Creekview Developments LP
3001 Douglas Blvd., Suite 200
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Anthem United Creekview Developments Limited Partnership,
a Washington Limited Partnership

BY: _____
Print name: Brian Moore
its: Vice President

and

BY: _____
Print name: Matt Gustus
its: Vice President

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

[E:\agreement\form agreements\subdivision agmt.docx; 11/7/2019]

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER }

On May 24, 2021 *Date* before me, Bonnie Kwan, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Brian Moore *Name(s) of Signer(s)*,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER }

On May 24, 2021 before me, Bonnie Kwan, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Matt Gustus
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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.

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Signature of Notary Public

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OPTIONAL

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☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

COUNCIL COMMUNICATION

CC #: 1561
File #: 0400-04-13-1 & 0400-07

Title:	Creekview Phase 2 Village 25 - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility easements, and accept, subject to improvement, Lots A, and B, and the rights of way and the paseo easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 62 residential lots and 2 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Creekview - Phase 2 Village 25 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Creekview - Phase 2 Village 25 final map was accomplished with the preparation of the Creekview Specific Plan EIR (Adopted in April 2011) (SCH#2008032017) and the Addendum to the Creekview Specific Plan EIR approved by the City of Roseville on October 23, 2019. Because the Creekview - Phase 2 Village 25 final map is consistent with the project evaluated in the Creekview Specific Plan EIR and the Addendum, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR and the Addendum will be implemented. As such, no additional CEQA action is required at this time.

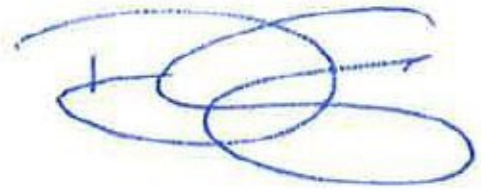
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-287

Final Map

Subdivision Agreement

RESOLUTION NO. 21-287

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, for the Creekview Phase 2 Village 25 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

BOOK_____ OF MAPS, PAGE_____

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 2 VILLAGE 25" 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 DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT 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 LOTS A AND B, THE STREET SHOWN HEREON AS STAR DANCE CIRCLE, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-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 A AND B SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREET SHOWN HEREON AS STAR DANCE CIRCLE.

(B) LOTS A AND B AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

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 May 25, 2021 BEFORE ME, Bonnie Kwan, 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.

SIGNATURE Bonnie Kwan PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12/27/2023 MY COMMISSION NUMBER: 2317317

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" 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.

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

DATE: May 24, 2021

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
3-31-22
No. 9265
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A AND B, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

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

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ _____
DEPUTY

FINAL MAP OF

CREEKVIEW PHASE 2 VILLAGE 25

SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, 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

JUNE 2021

18431.000

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: _____

NAME: _____

TITLE: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON_____ BEFORE ME,_____, A NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

NOTES:

1. 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.
2. TOTAL AREA FOR THIS SUBDIVISION IS 7.233± ACRES, CONSISTING OF 62 RESIDENTIAL LOTS AND 2 LANDSCAPE LOTS.
3. ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (ROW).
4. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265. WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER OR A 3/4" TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
5. A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

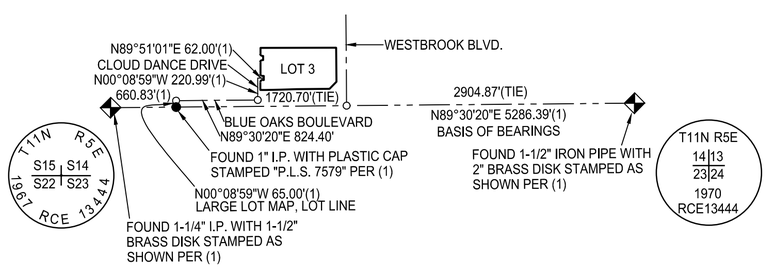
○	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
◉	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
●	FOUND MONUMENT AS NOTED
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
ROW	RIGHT-OF-WAY
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
(X)	SHEET INDEX NUMBER
———	SUBDIVISION BOUNDARY
——— - ———	CENTER LINE
— — —	EXISTING ROW
———	LOT LINE & ROW
———	LOT LINE
— — — — —	EASEMENT LINE
----------	ADJACENT PROPERTY

REFERENCE:

(1) EE MAPS 97 CREEKVIEW PHASE 1 LLM
(2) FF MAPS 25 CREEKVIEW VILLAGE 24

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 "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF

CREEKVIEW PHASE 2 VILLAGE 25

SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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BOOK_____OF MAPS, PAGE_____

VILLAGE 23
CREEKVIEW PHASE 1
FF MAPS 24

VILLAGE 24
CREEKVIEW PHASE 1
FF MAPS 25

LOT 2
CREEKVIEW PHASE 1
EE MAPS 97

CLOUD DANCE DRIVE

STAR DANCE CIRCLE

LOT A

LOT B

LOT E
PU.E./
P.E.(2)

LOT 5
CREEKVIEW PHASE 1
EE MAPS 97

WESTBROOK BOULEVARD

LOT 4
CREEKVIEW PHASE 1
EE MAPS 97

BLUE OAKS BOULEVARD

LOT 6
CREEKVIEW PHASE 1
EE MAPS 97

N89°51'01"E 763.76'(1)(2)

N89°30'20"E 333.52'(1)

N44°30'21"E 100.41'(1)

N00°29'38"W 343.16'(1)

N00°29'38"W 919.00'(1)

N89°30'20"E 504.52'(1)

N89°30'20"E 906.01'(1)

N00°08'59"W 626.90'(1)

N00°08'59"W 116.00'(1)

N00°08'59"W 77.83'(1)

N00°08'59"W 65.00'(1)

22.5' P.E.\P.U.E.(1)

PU.E./P.E.(1)

20' x 20' BUS SHELTER
EASEMENT PER(1)

FOUND 1" I.P. WITH
PLASTIC CAP STAMPED
"P.L.S. 7579" PER (1)

Line Table			
Line #	Bearing	Length	
L1	N89°51'01"E(R)	5.00'	(1)
L2	N72°48'29"W	6.56'	(1)
L3	N89°51'01"E	10.00'	(1)
L4	N89°51'01"E	10.00'	(1)
L5	N72°30'32"E	6.56'	(1)

Line Table			
Line #	Bearing	Length	
L6	N89°51'01"E(R)	5.00'	(1)
L7	N89°51'01"E(R)	5.00'	(1)
L8	N72°48'29"W	6.56'	(1)
L9	N89°51'01"E	17.00'	(1)
L10	N00°08'59"W(R)	4.00'	(1)

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	
C1	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'	(1)
C2	21.00	72°39'31"	26.63'	N36° 10' 47"E	24.88'	(1)
C3	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'	(1)
C4	26.00	90°00'00"	40.84'	N44° 51' 01"E	36.77'	(1)

N

0 25 50 100

SCALE: 1"=50'

FINAL MAP OF
CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

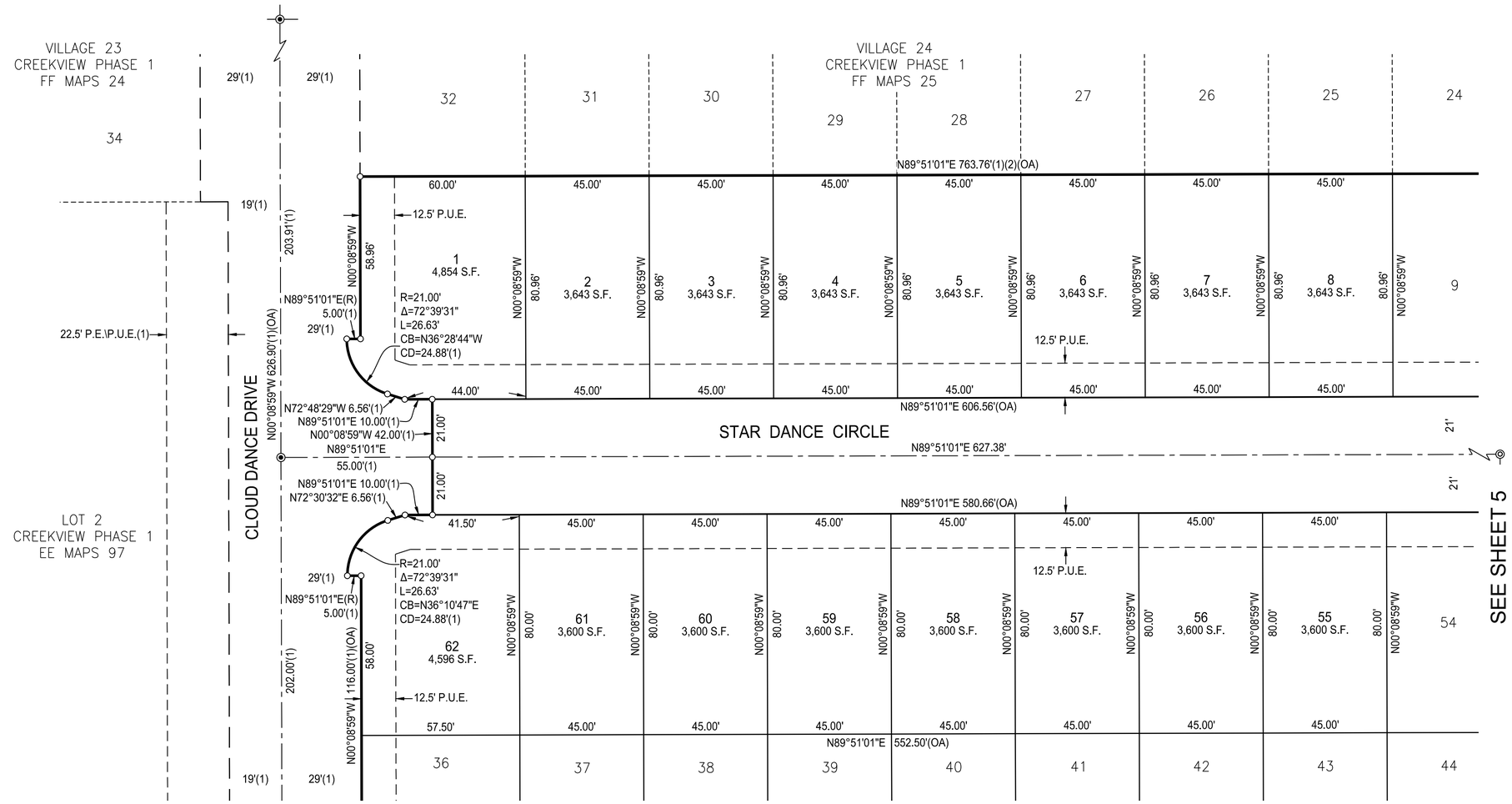
BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

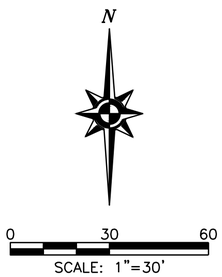
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FINAL MAP OF

CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

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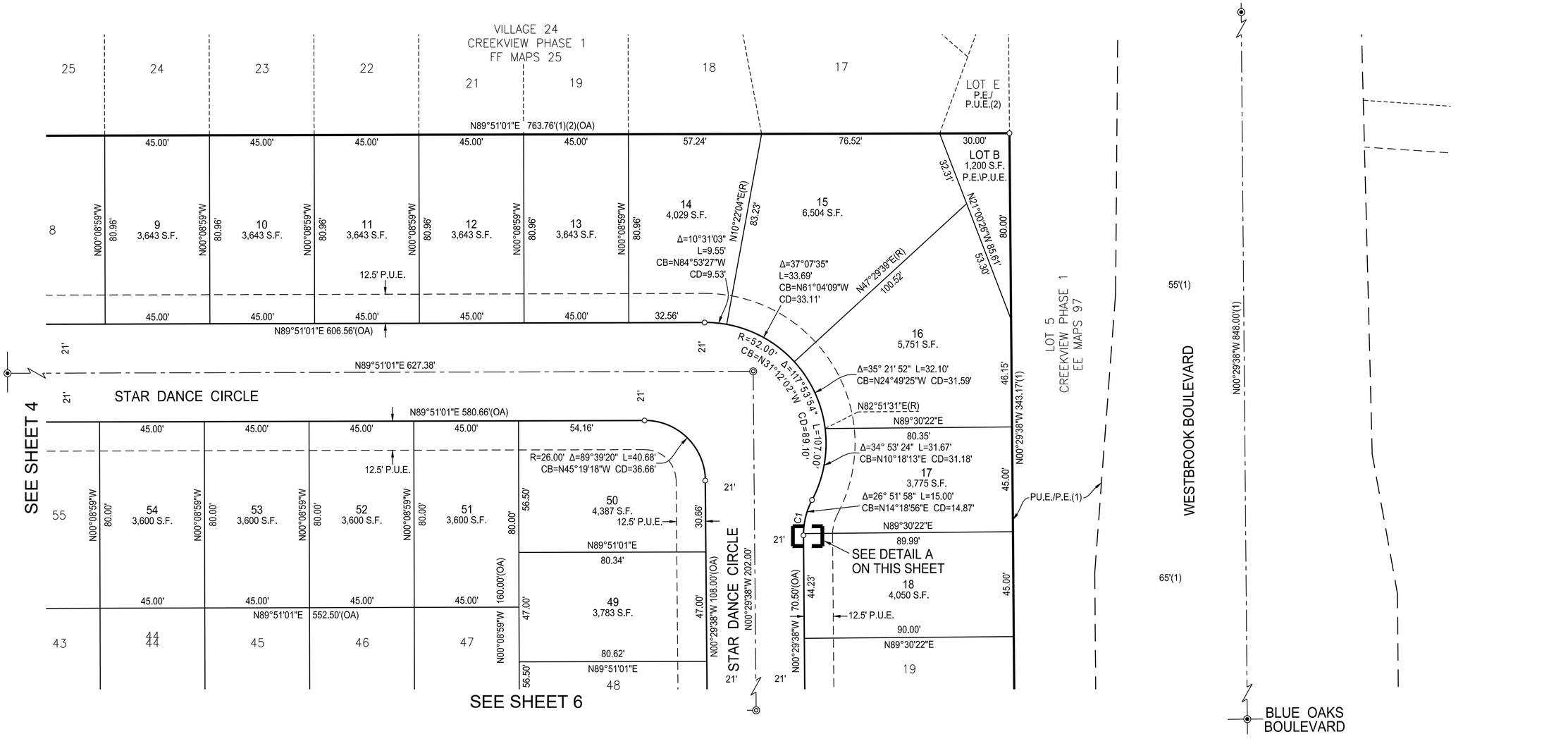
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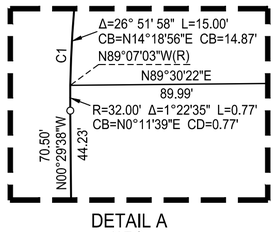
JUNE 2021

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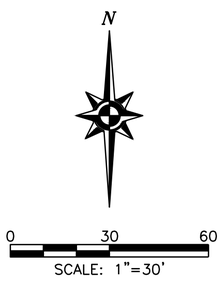
BOOK_____OF MAPS, PAGE_____



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	32.00	28°14'33"	15.77'	N13° 37' 38"E	15.61'



DETAIL A
N.T.S.



FINAL MAP OF

CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

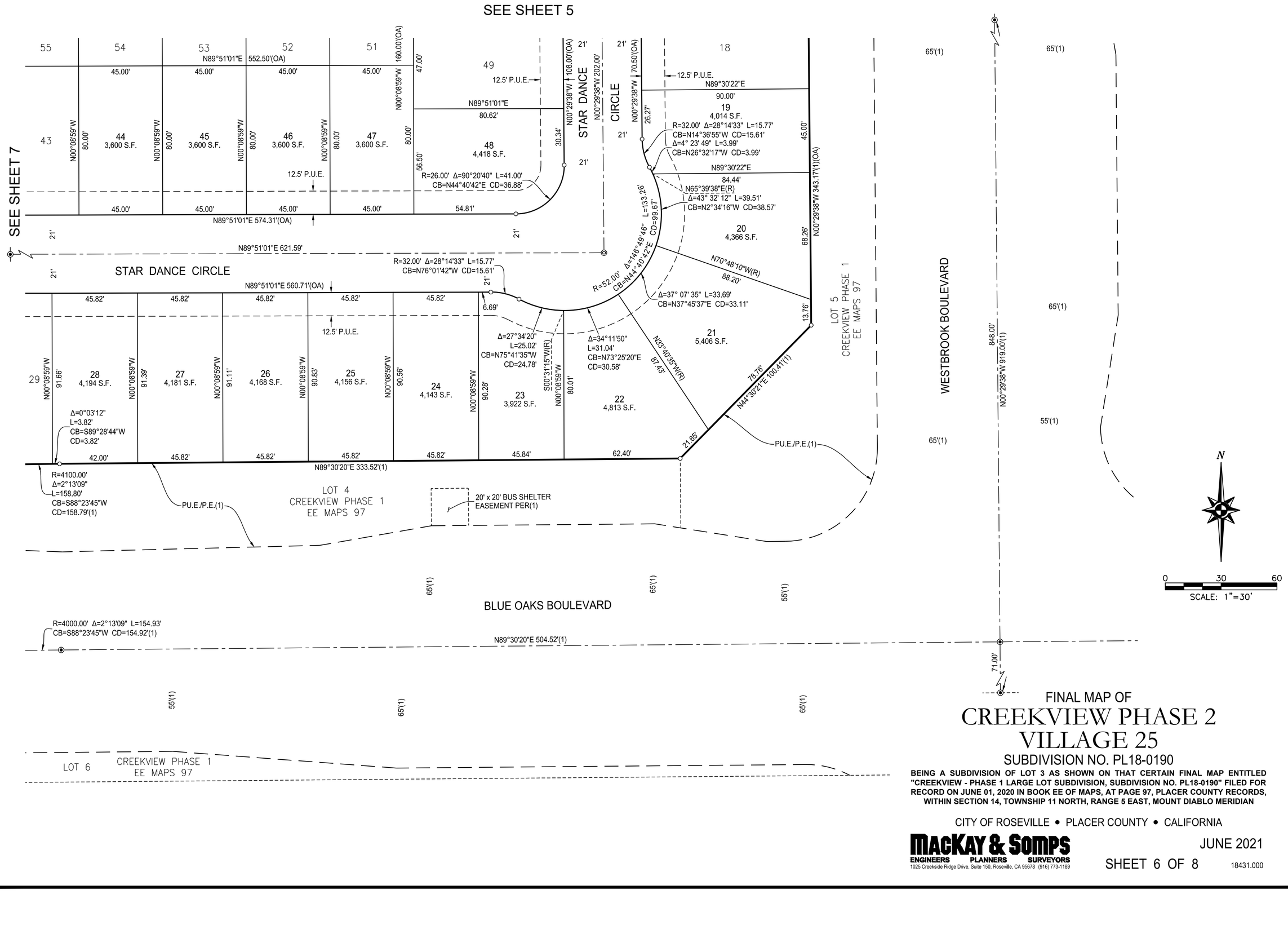
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BOOK_____OF MAPS, PAGE_____



FINAL MAP OF

CREEKVIEW PHASE 2
VILLAGE 25

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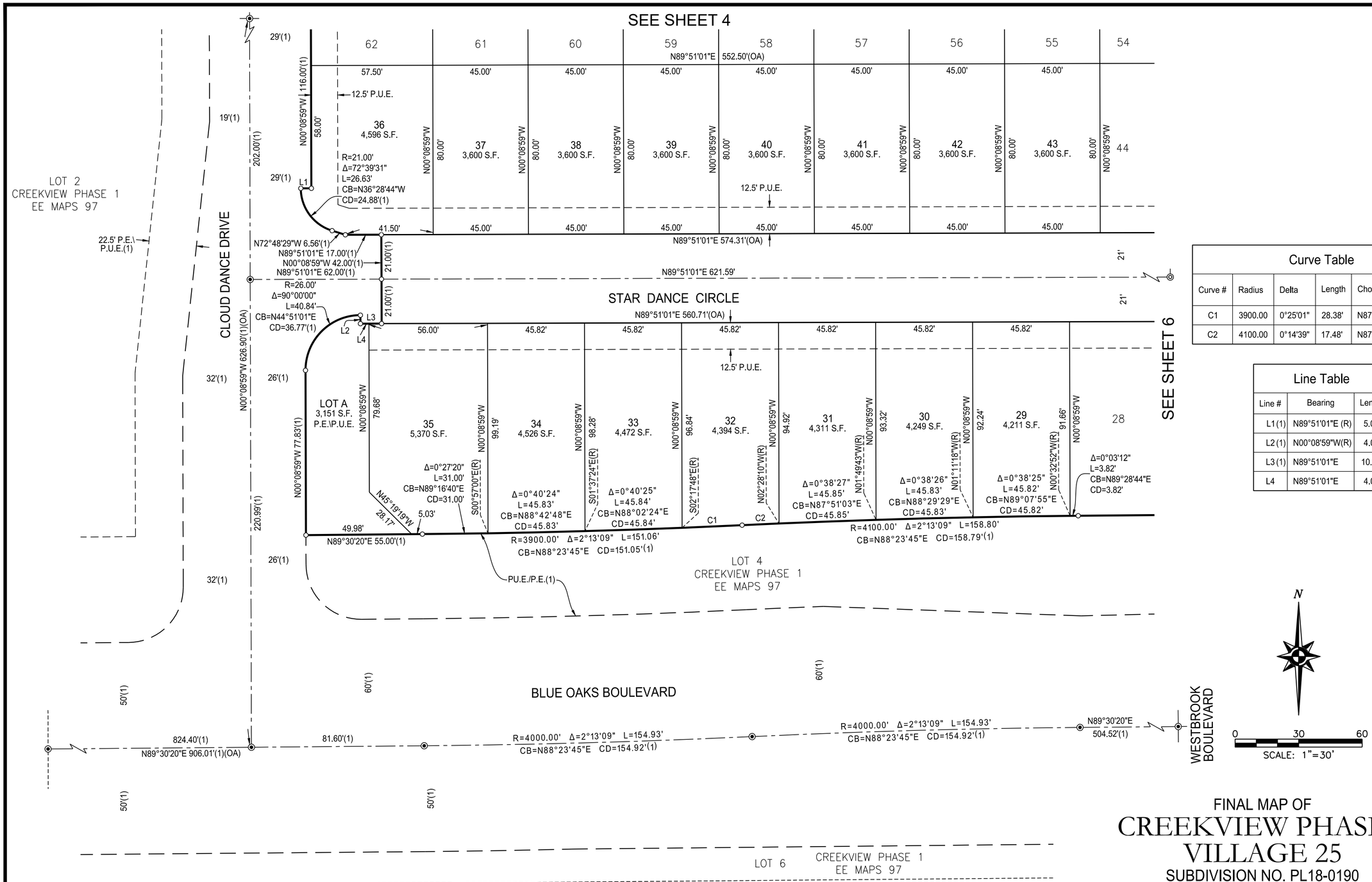
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SHEET 6 OF 8 18431.000

BOOK_____OF MAPS, PAGE_____



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	3900.00	0°25'01"	28.38'	N87° 29' 41"E	28.38'
C2	4100.00	0°14'39"	17.48'	N87° 24' 30"E	17.48'

Line Table		
Line #	Bearing	Length
L1 (1)	N89°51'01"E (R)	5.00'
L2 (1)	N00°08'59"W(R)	4.00'
L3 (1)	N89°51'01"E	10.00'
L4	N89°51'01"E	4.00'

FINAL MAP OF

CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

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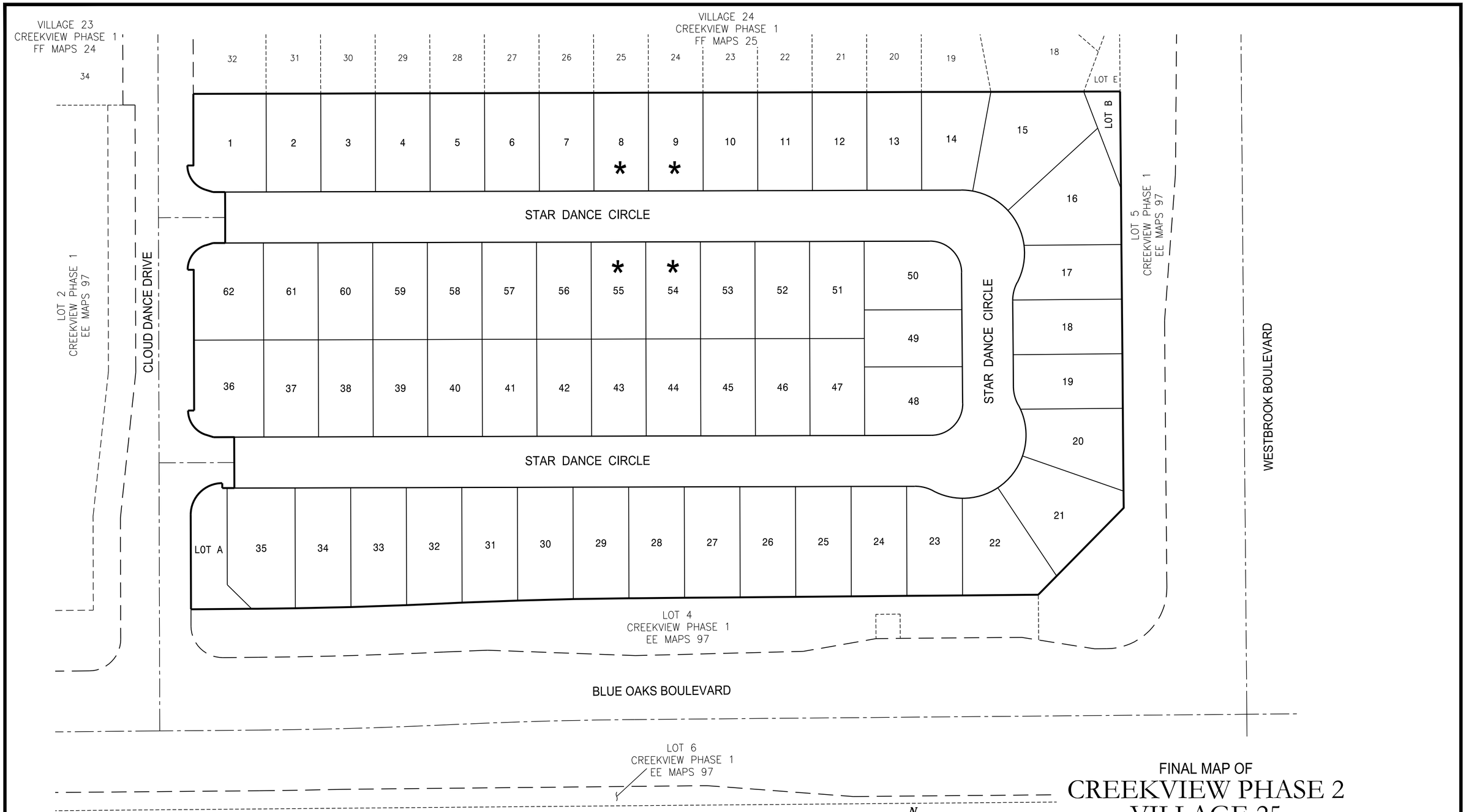
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JUNE 2021

SHEET 7 OF 8

18431.000

BOOK_____OF MAPS, PAGE_____



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

N

0 25 50 100

SCALE: 1"=50'

FINAL MAP OF

CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

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SHEET 8 OF 8

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RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Creekview Phase 2 - Village 25 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Anthem United Creekview Developments Limited Partnership, a Washington Limited Partnership, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Creekview - Phase 2 Village 25 Subdivision" (Subdivision no. PL18-0190; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10th day of October, 2019, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay and Somps Civil Engineers, Inc., dated February 5, 2021 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before October 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 767,835 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required

by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Porter, Director, Development
Anthem United Creekview Developments LP
3001 Douglas Blvd., Suite 200
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Anthem United Creekview Developments Limited Partnership,
a Washington Limited Partnership

BY: _____
Print name: Brian Moore
its: Vice President

and

BY: _____
Print name: Matt Gustus
its: Vice President

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: Michelle Sheidenberger
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER }

On May 24, 2021 before me, Bonnie Kwan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian Moore
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of PLACER

On May 24, 2021 (Date) before me, Bonnie Kwan, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Matt Gustus (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

COUNCIL COMMUNICATION

CC #: 1569
File #: 0400-04-12-1

Title:	Sierra Vista Phase 1A Infrastructure Baseline Road STA 908+50.00 To STA 999+87.94 - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Phase 1A Infrastructure Baseline Road STA 908+50.00 To STA 999+87.94, CWJ #180188, 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. Approval of a Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

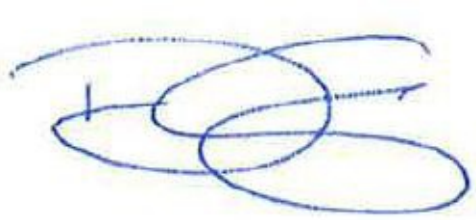
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-293

NOC

Exhibit A

Final Maps

RESOLUTION NO. 21-293

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA PHASE 1A INFRASTRUCTURE BASELINE ROAD STA 908+50.00 TO STA 999+87.94 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 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 Sierra Vista Phase 1A Infrastructure Baseline Road STA 908+50.00 To STA 999+87.94 is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of SIERRA VISTA KV SIERRA VISTA LARGE LOT SUBDIVISION, SIERRA VISTA – CGB LARGE LOT SUBDIVISION, SIERRA VISTA DF PROPERTIES, INC. LARGE LOT SUBDIVISION recorded in Book EE, EE, FF of Maps, Page 71, 56, 21 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 Sierra Vista Phase 1A Infrastructure Baseline Road STA 908+50.00 To STA 999+87.94
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.

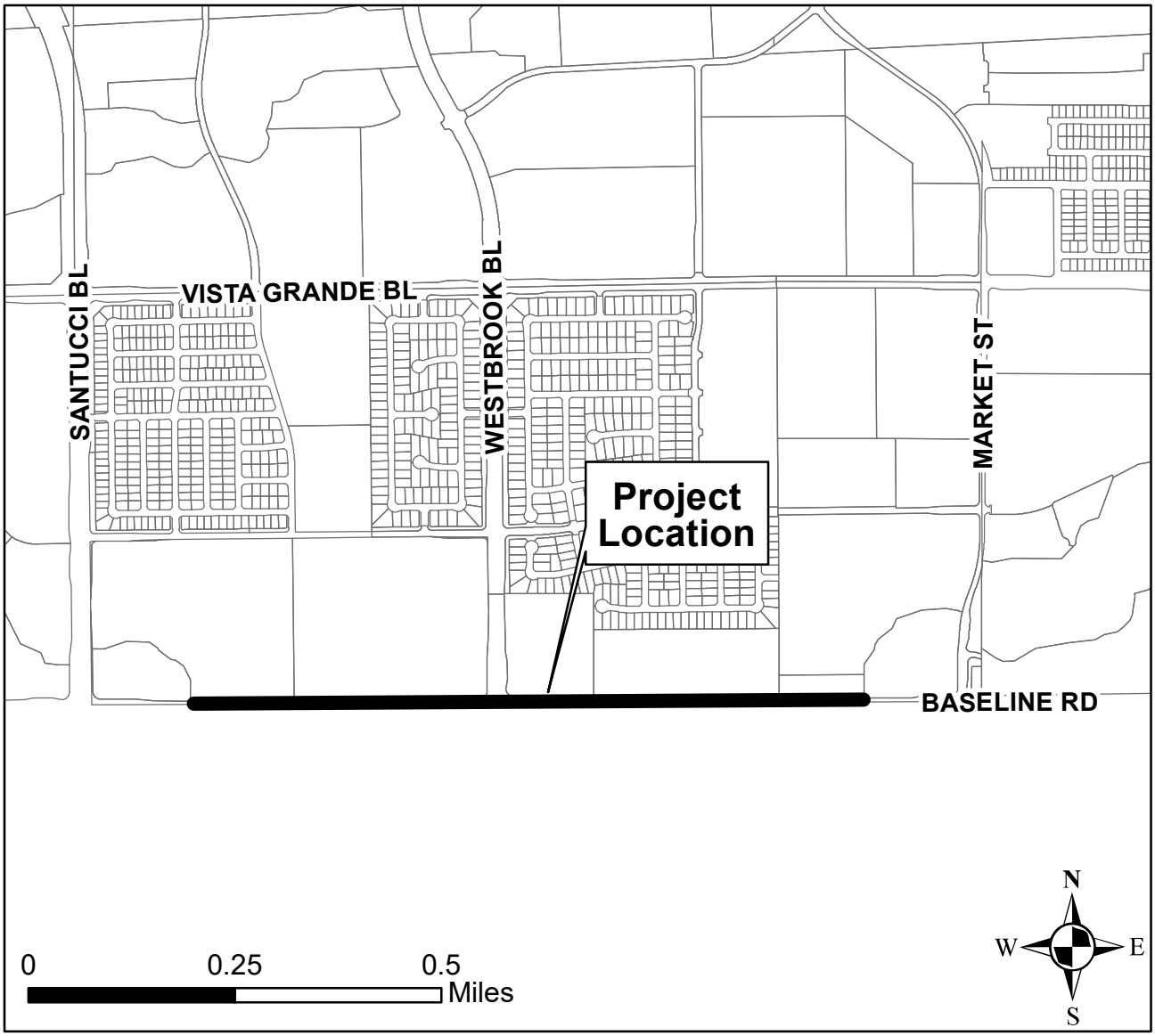
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista Phase 1A Infrastructure
Baseline Road
STA 908+50.00 To STA 999+87.94



BOOK EE OF MAPS, PAGE 71

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC 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 DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT)

(B) AS SHOWN ON LOT 4 A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE, TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PROPERTY LINE 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 RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BASELINE ROAD, WESTBROOK BOULEVARD, SANTUCCI BOULEVARD, SIERRA VILLAGE DRIVE, SAID STREETS ARE ALSO SHOWN HEREON AS I.O.D / R.O.W. (IRREVOCABLE OFFER OF DEDICATION AS RIGHT OF WAY.)

(B) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

KV SIERRA VISTA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY _____ 6/26/2019

CHRIS N. VRAME
MANAGER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF PLACER

ON JUNE 26, 2019 BEFORE ME SHERRIN K. SNITKO, A NOTARY PUBLIC

PERSONALLY APPEARED CHRIS N. VRAME

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 _____ SHERRIN K. SNITKO PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 9/3/2021 MY COMMISSION NUMBER: 2212696

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC 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 ORDINANCES AT THE REQUEST OF CHRIS VRAME, OCTOBER 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, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____

ROBERT M. PLANK
P.L.S 5760 EXP 06-30-2020

DATE 06-25-19

LICENSED LAND SURVEYOR ROBERT M. PLANK 06-30-20 No. 5760 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC 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.

_____ DATE 7/1/19

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE 7/11/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR TIMOTHY G. BLAIR Exp. 12-31-19 No. 8278 STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF LAND, RIGHTS OF WAY AND EASEMENTS LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE 071819 BY _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF October, 2019, AT 9:06 A.M. IN BOOK EE OF MAPS, AT PAGE 71, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2019-0082506

BY _____ DEPUTY

FEE: $ 92.00

FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

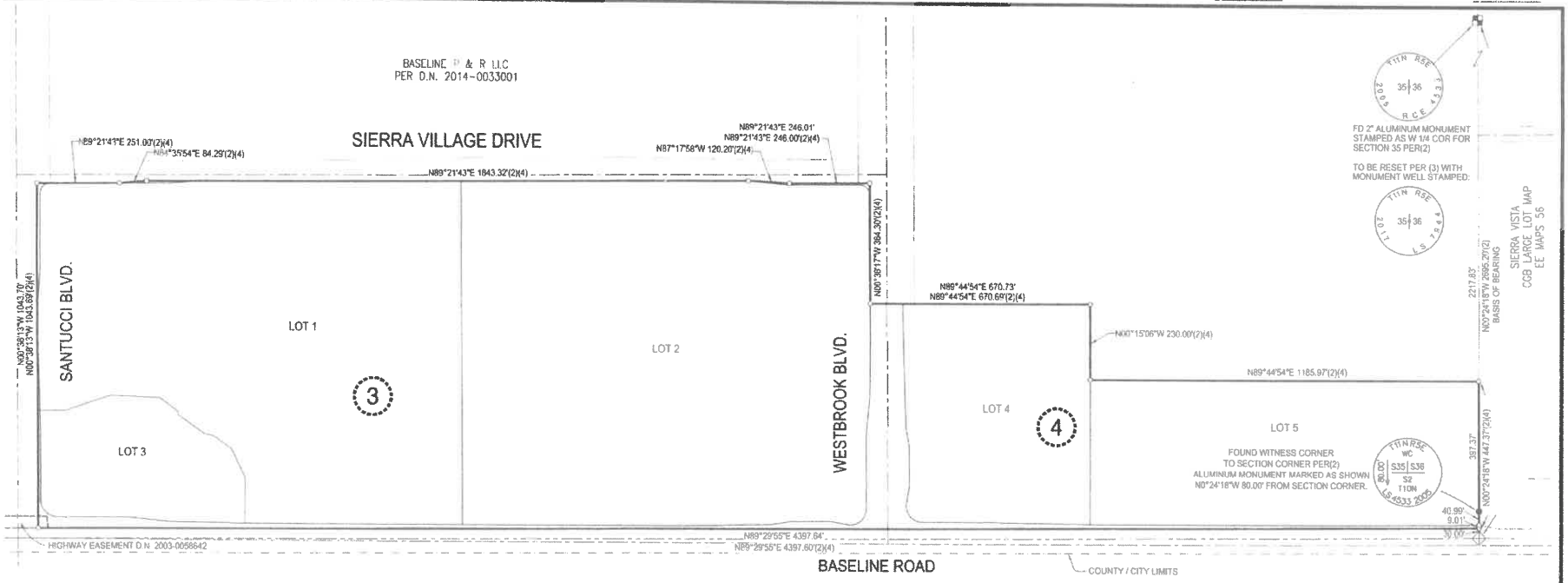
BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS. A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1195

SHEET 1 OF 4 18754-KV0



LEGEND

- SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5760"
- DIMENSION POINT (NOTHING FOUND OR SET)

AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
D.N	DOCUMENT NUMBER
I.O.D	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
SEC	SECTION CORNER
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 84.20± ACRES. CONSISTING OF 4 LARGE LOTS AND 1 PUBLIC OPEN SPACE LOT

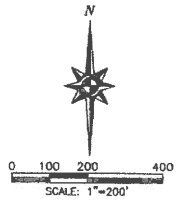
3. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION OF RIGHT OF WAY, OPEN SPACE, PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   - A. AREA R-1, R-2 AND R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, AND THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036246, OFFICIAL RECORDS PLACER COUNTY.
   - B. AREA O-2 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, AND THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036246, OFFICIAL RECORDS PLACER COUNTY.
   - C. AREA E-5, E-9, AND R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, AND THAT CERTAIN EASEMENT RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036247, OFFICIAL RECORDS PLACER COUNTY.
   - D. AREA E-21 AND E-22 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, AND THAT CERTAIN EASEMENT RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036248, OFFICIAL RECORDS PLACER COUNTY.
   - E. AREA R-1, R-2, AND R-7 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, AND THAT CERTAIN EASEMENT RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036248, OFFICIAL RECORDS PLACER COUNTY.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" E, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) 18 R.S. 118
(2) 22 R.S. 135
(3) EE MAPS 6
(4) DN 2014-0010531 & DN 2014-0024961



FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

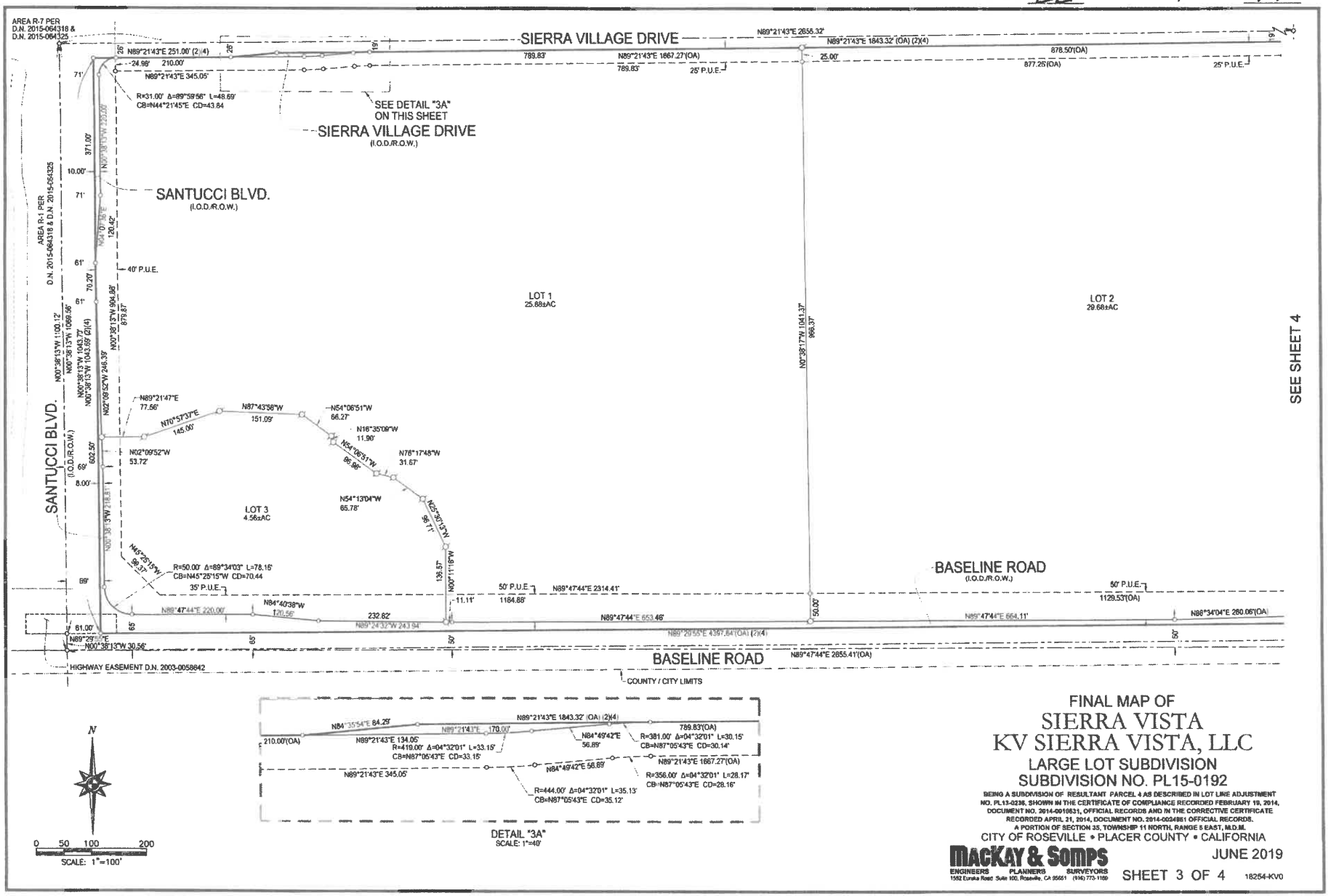
BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 18, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.
A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.
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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
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JUNE 2019

SHEET 2 OF 4 18254-KVD

BOOK EE OF MAPS, PAGE 71



FINAL MAP OF

SIERRA VISTA

KV SIERRA VISTA, LLC

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010631, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024861 OFFICIAL RECORDS. A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

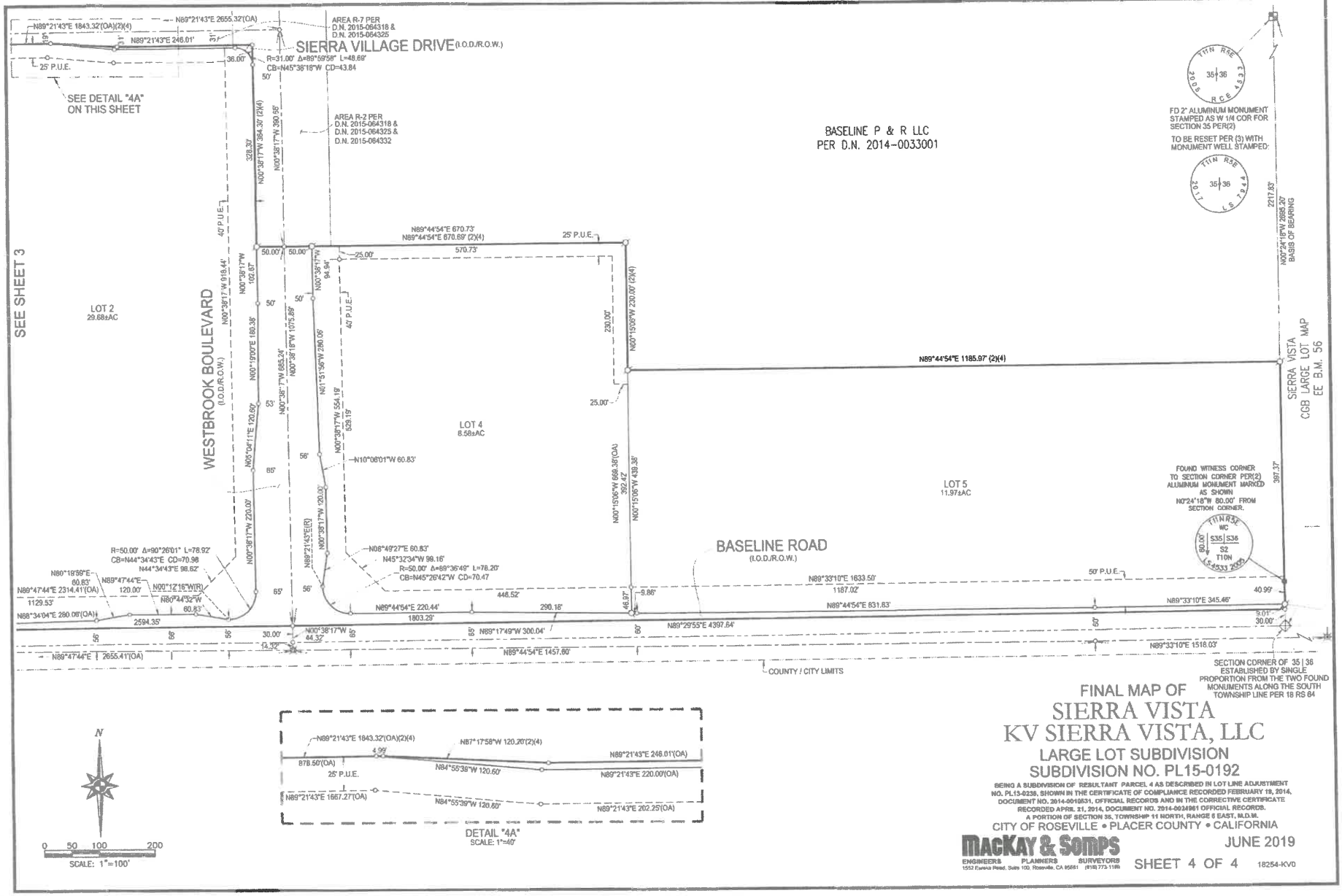
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JUNE 2019

SHEET 3 OF 4 18254-KV0

BOOK EE OF MAPS, PAGE 71



FINAL MAP OF SIERRA VISTA

KV SIERRA VISTA, LLC

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

BEING A SUBDIVISION OF REBUTTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0238, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.
A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
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JUNE 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
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SHEET 4 OF 4 18254-KV0

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - CGB 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 DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS 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 ACCESS ON, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS VISTA GRANDE BOULEVARD, SIERRA VILLAGE DRIVE, PAVILION DRIVE, BASELINE ROAD AND MARKET STREET, SAID STREETS ARE ALSO THE AREAS SHOWN HEREON AS I.O.D. / R.O.W. (IRREVOCABLE OFFER OF DEDICATION AS RIGHT OF WAY.)

(B) LOTS 6, 7, 8, AND 9 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(C) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.

BY: John J. Guerra Jr. Trustee DATE: 3/13/2019

JOHN J. GUERRA, JR.
SUCCESSOR TRUSTEE OF THE CYRIL G. BARBACCIA IRREVOCABLE TRUST
DATED DECEMBER 15, 1976.

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 Santa Clara
ON March 13, 2019 BEFORE ME, Madeline E. Raynor, Notary Public
PERSONALLY APPEARED John J. Guerra Jr. , Trustee
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.

Madeline E. Raynor Madeline E. Raynor
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS 1486 Foxworthy Ave. San Jose, Santa Clara CA 95118 COUNTY

MY COMMISSION EXPIRES: December 10, 2022 MY COMMISSION NUMBER: 2271419

MADELINE E. RAYNOR
Notary Public - California
Santa Clara County
Commission # 2271419
My Comm. Expires Dec 10, 2022

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - CGB 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 ORDINANCES AT THE REQUEST JOHN J. GUERRA, JR., SUCCESSOR TRUSTEE OF THE CYRIL G. BARBACCIA IRREVOCABLE TRUST IN JULY 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, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Robert M. Plank
ROBERT M. PLANK
P.L.S 5760 EXP. 06-30-2020

DATE: 03/07/19

LICENSED LAND SURVEYOR
ROBERT M. PLANK
06-30-20
No. 5760
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - CGB 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: 4/11/19

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 "SIERRA VISTA - CGB LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 4/16/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - CGB LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 4/18/19 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 4 DAY OF June, 2019, AT 2:19 PM. IN BOOK EE OF MAPS, AT PAGE 56, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2019-0037581
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D Oconnell FEE: $ 92.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - CGB
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73382, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

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APRIL 2019

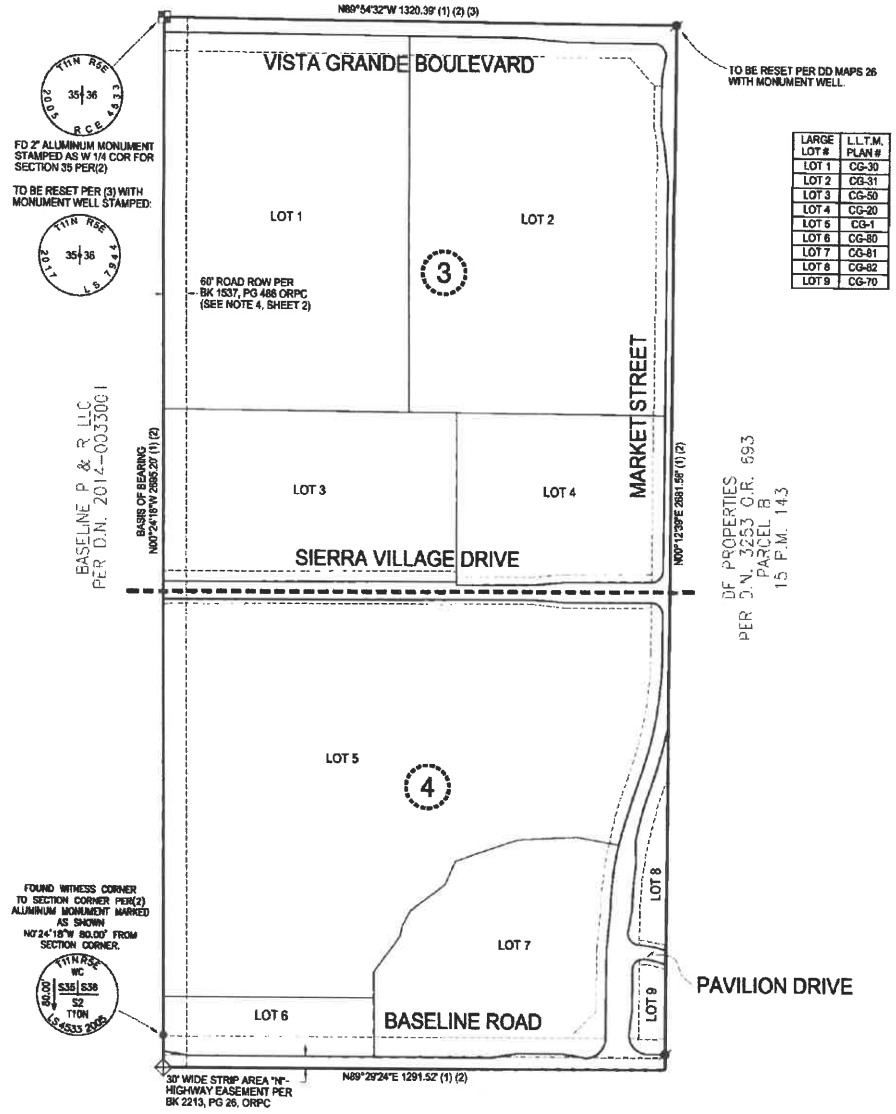
MACKAY & SOMPS
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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1100

SHEET 1 OF 4 18254-CGB

BOOK EE OF MAPS, PAGE 50

SIERRA VISTA – FFDERICO
LARGE LOT MAP
EE MAPS 6

THE VILLAGES AT
SIERRA VISTA
DD MAPS 26



LARGE LOT #	L.L.T.M. PLAN #
LOT 1	CG-30
LOT 2	CG-31
LOT 3	CG-50
LOT 4	CG-20
LOT 5	CG-1
LOT 6	CG-80
LOT 7	CG-81
LOT 8	CG-82
LOT 9	CG-70

LEGEND

- SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533"
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- FOUND MONUMENT AS NOTED
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5760"
- DIMENSION POINT (NOTHING FOUND OR SET)

AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
D.N.	DOCUMENT NUMBER
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
L.L.T.M.	LARGE LOT TENTATIVE MAP
ESMT.	EASEMENT
( )	DENOTES RECORD INFORMATION

(1) SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 80.8± ACRES, CONSISTING OF 5 LARGE LOTS FOR FUTURE DEVELOPMENT AND 4 OPEN SPACE LOTS.
3. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   A. AREA R-3, R-6, AND R-10 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064323, OFFICIAL RECORDS PLACER COUNTY.
   B. AREA O-3 AND O-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064323, OFFICIAL RECORDS PLACER COUNTY.
   C. AREA E-10 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064333, OFFICIAL RECORDS PLACER COUNTY.
   D. AREA R-3 AND R-10 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064333, OFFICIAL RECORDS PLACER COUNTY.
   E. AREA R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064334, OFFICIAL RECORDS PLACER COUNTY.
4. ALL AGREEMENTS AND EASEMENTS RELATED TO THIS 60' ROAD ROW WERE TERMINATED AND OF NO FURTHER FORCE AND EFFECT BY QUITCLAIM DEEDS RECORDED AUGUST 13, 2015 IN DOCUMENT NO. 2015-0070556 AND DOCUMENT NO. 2015-0070558, OFFICIAL RECORDS PLACER COUNTY
5. THE DOCUMENT ENTITLED " RECIPROCAL EASEMENT AGREEMENT" RECORDED JUNE 06, 2017 AS INSTRUMENT NO. 2017-0041424 OF OFFICIAL RECORDS AFFECTS THE LOTS SHOWN HEREON.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" E, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) 16 R.S. 118
(2) 22 R.S. 135
(3) EE MAPS 6

N

0 100 200 400
SCALE: 1"=200'

FINAL MAP OF
SIERRA VISTA - CGB
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73362, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

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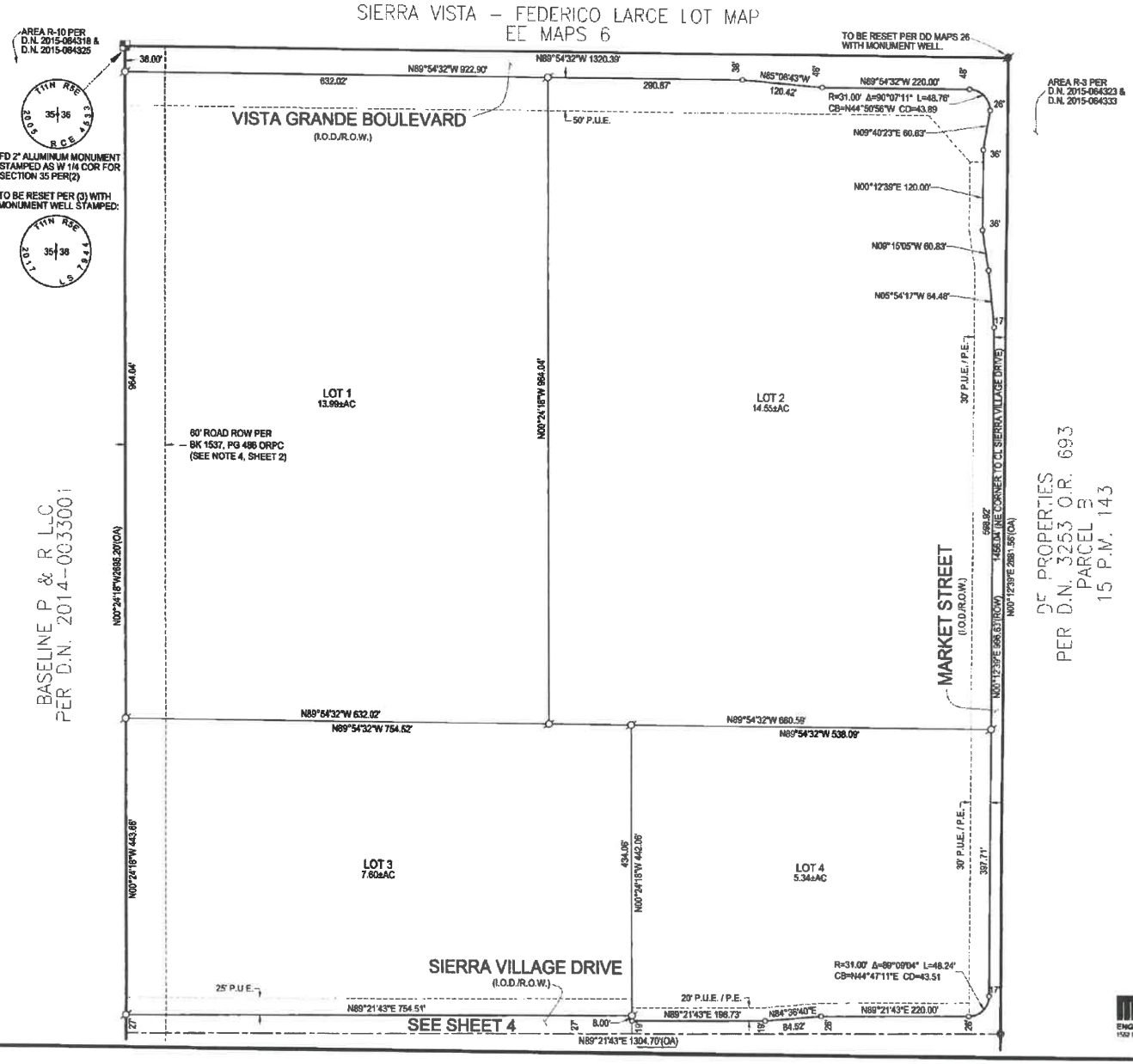
APRIL 2019

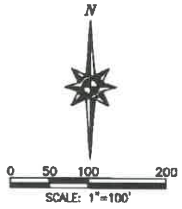
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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1951

SHEET 2 OF 4 16254-CGB

BOOK EE OF MAPS, PAGE 516

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





FINAL MAP OF

SIERRA VISTA - CGB

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73362, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1980 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

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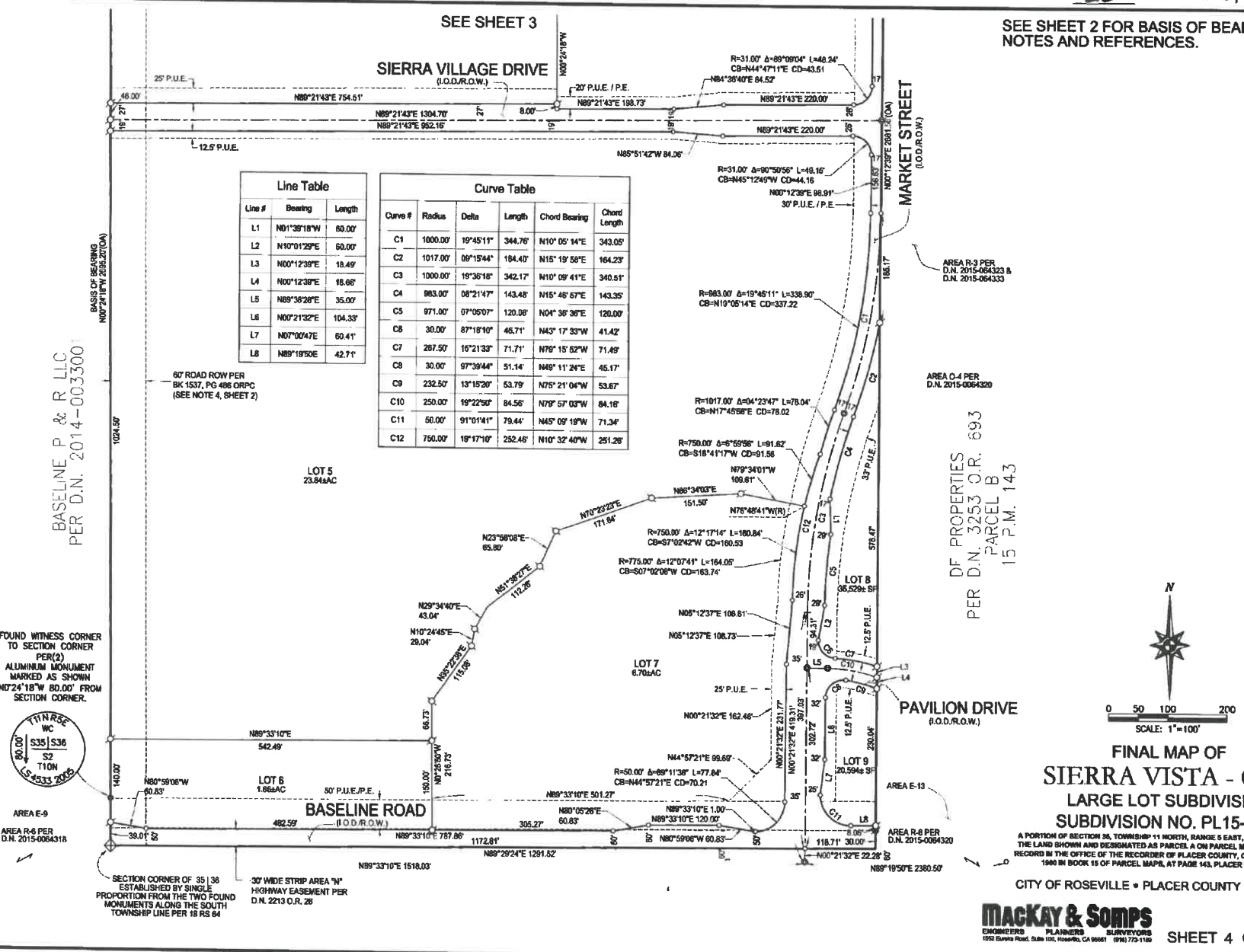
APRIL 2019

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SHEET 3 OF 4 18254-CGB

BOOK EE OF MAPS, PAGE 56

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



Line Table		
Line #	Bearing	Length
L1	N01°39'18"W	60.00'
L2	N10°01'29"E	60.00'
L3	N00°12'39"E	18.49'
L4	N00°12'39"E	18.66'
L5	N89°36'26"E	35.00'
L6	N00°21'32"E	104.33'
L7	N07°00'47E	60.41'
L8	N89°19'50E	42.71'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1000.00'	19°45'11"	344.76'	N10° 05' 14"E	343.05'
C2	1017.00'	09°15'44"	164.40'	N15° 19' 58"E	164.23'
C3	1000.00'	19°36'18"	342.17'	N10° 09' 41"E	340.51'
C4	983.00'	08°21'47"	143.48'	N15° 48' 57"E	143.35'
C5	971.00'	07°05'07"	120.08'	N04° 36' 36"E	120.00'
C6	30.00'	87°18'10"	45.71'	N43° 17' 33"W	41.42'
C7	287.50'	15°21'33"	71.71'	N79° 15' 52"W	71.49'
C8	30.00'	97°39'44"	51.14'	N49° 11' 24"E	45.17'
C9	232.50'	13°15'20"	53.79'	N75° 21' 04"W	53.67'
C10	250.00'	19°22'50"	84.56'	N79° 57' 03"W	84.16'
C11	50.00'	91°01'41"	79.44'	N45° 09' 19"W	71.34'
C12	750.00'	19°17'10"	252.46'	N10° 32' 40"W	251.26'

FINAL MAP OF

SIERRA VISTA - CGB

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL A ON PARCEL MAP NO. P 73363, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 8, 1998 IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS.

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APRIL 2019

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SHEET 4 OF 4 18254-CGB

BOOK FF OF MAPS, PAGE 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 "SIERRA VISTA - DF PROPERTIES, INC. 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 DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT 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 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 THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).

(C) 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".

(D) A PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ON AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FIDDYMENT ROAD, BASELINE ROAD, VISTA GRANDE BOULEVARD, MARKET STREET, UPLAND DRIVE, BRAMBLEWOOD WAY AND SAN FERNANDO DRIVE.

(B) LOT A SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

(C) LOT 5 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.

(D) LOT 4 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.

D F PROPERTIES, INC., A CALIFORNIA CORPORATION

BY: Kenneth Denio
NAME: KENNETH DENIO
TITLE: PRESIDENT

BY: Jeff Ronten
NAME: JEFF RONTEN
TITLE: EXECUTIVE VICE PRESIDENT / CFO

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 7/21/2020 BEFORE ME, Adrian Manuel David Acosta*, A NOTARY PUBLIC
PERSONALLY APPEARED Kenneth Denio
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.

ADRIAN MANUEL DAVID ACOSTA COMM. #2240448 Notary Public - California Placer County My Comm. Expires Apr. 29, 2022

SIGNATURE Adrian Manuel David Acosta PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 4/29/2022 MY COMMISSION NUMBER: 2240448

* Adrian Manuel David Acosta

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF Placer
ON 7/21/2020 BEFORE ME, Adrian Manuel David Acosta*, A NOTARY PUBLIC
PERSONALLY APPEARED Jeffrey Ronten
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.

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MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 4/29/2022 MY COMMISSION NUMBER: 2240448

* Adrian Manuel David Acosta

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. 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 ORDINANCES AT THE REQUEST OF DF PROPERTIES, INC., IN AUGUST 2017. 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 JUNE 30, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Paul Ferguson.
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 7.21.2020

LICENSED LAND SURVEYOR PAUL FERGUSON, JR. 3-31-22 No. 9265 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. 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.

DATE: 8/4/20

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 8/11/20

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR TIMOTHY G. BLAIR Exp. 12-31-21 No. 8278 STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - DF PROPERTIES, INC. LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL 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 EASEMENTS AND RIGHTS-OF-WAY LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: 8/25/2020 BY: ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 29th DAY OF October, 2020, AT 8:14 A.M. IN BOOK FF OF MAPS, AT PAGE 21, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0122944

BY: DEPUTY FEE: $ 98.00

FINAL MAP OF
SIERRA VISTA
DF PROPERTIES, INC.
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

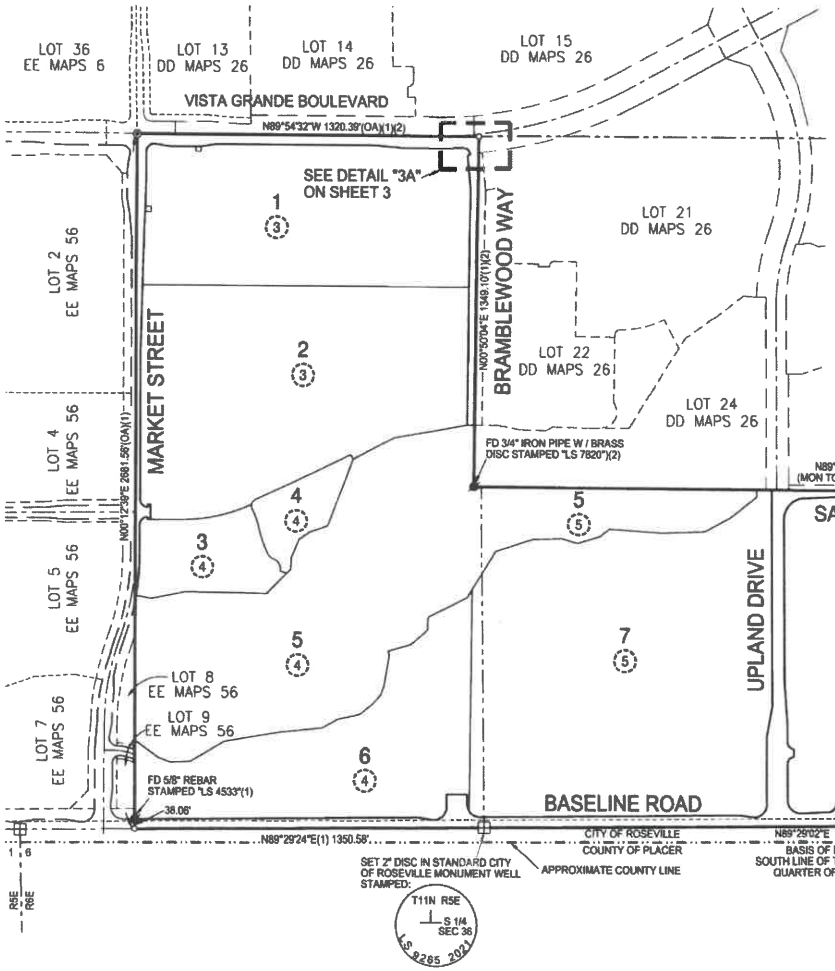
BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1100

AUGUST 2020

SHEET 1 OF 6 18476.LLFM



NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
2. TOTAL AREA FOR THIS SUBDIVISION IS 159.61± ACRES, CONSISTING OF 6 LARGE LOTS, 1 PUBLIC OPEN SPACE LOT, 1 PUBLIC PARK LOT, AND 1 LANDSCAPE/PUBLIC RIGHT-OF-WAY LOT.
3. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND EASEMENTS THAT FALL WITHIN THE SUBJECT PROPERTY, ARE HEREBY ABANDONED:
   - A. AREA R-3, R-4, R-5, R-6, R-11, R-17 AND R-18 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064320, O.R.
   - B. AREA O-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064320, O.R.
   - C. AREA E-23 AND E-24 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064329, O.R.
   - D. AREA R-3, R-4, R-5, R-11, R-17 AND R-18 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064329, O.R.
   - E. AREA E-13, E-14 AND R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064330, O.R.
   - F. ROADWAY EASEMENT AS DESCRIBED IN D.N. 95-026395, O.R.
   - G. ROAD, UTILITIES, & INCIDENTAL PROPOSES EASEMENT AS DESCRIBED IN BOOK 2213, AT PAGE 24, O.R.
   - H. ROAD, UTILITIES, & INCIDENTAL PROPOSES EASEMENT AS DESCRIBED IN BOOK 2213, AT PAGE 28, O.R.
   - I. ROAD, UTILITIES, & INCIDENTAL PROPOSES EASEMENT AS DESCRIBED IN DOC 1997-0005703, O.R.
   - J. EASEMENT FOR PUBLIC UTILITIES AS DESCRIBED IN THAT CERTIFICATE OF ACCEPTANCE RECORDED APRIL 9, 2020 IN DOCUMENT NO. 2020-0032059, O.R.

LEGEND

◆	FOUND SECTION CORNER AS NOTED
⊞	QUARTER SECTION CORNER, NO MONUMENT FOUND
◪	FOUND MONUMENT AS NOTED
⊙	FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL (2)
●	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
⌀	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
o	DIMENSION POINT
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
D.N.	DOCUMENT NUMBER
FD	FOUND
J.U.A.	JOINT USE AGREEMENT
L.E.	LANDSCAPE EASEMENT
M.A.E.	MAINTENANCE ACCESS EASEMENT
MON	MONUMENT
N.A.P.O.T.S.	NOT A PART OF THIS SURVEY
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.S.	RECORD OF SURVEY
( )	RECORD DATA PER REFERENCE
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
(1)	SHEET INDEX
---·---	CITY/COUNTY LIMITS

BASIS OF BEARINGS:

THE BEARING N 88°29'02" E, BEING THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SECTION 36 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS.

REFERENCES:

(1) 22 R.S. 135
(2) DD MAPS 26
(3) EE MAPS 6
(4) EE MAPS 56

LARGE LOT #	L.L.T.M. PLAN #
LOT 1	DF-20
LOT 2	DF-1
LOT 3	DF-2
LOT 4	DF-50
LOT 5	DF-80, DF-81
LOT 6	DF-40
LOT 7	DF-41
LOT 8	DF-42

FINAL MAP OF
SIERRA VISTA
DF PROPERTIES, INC.
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73382" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

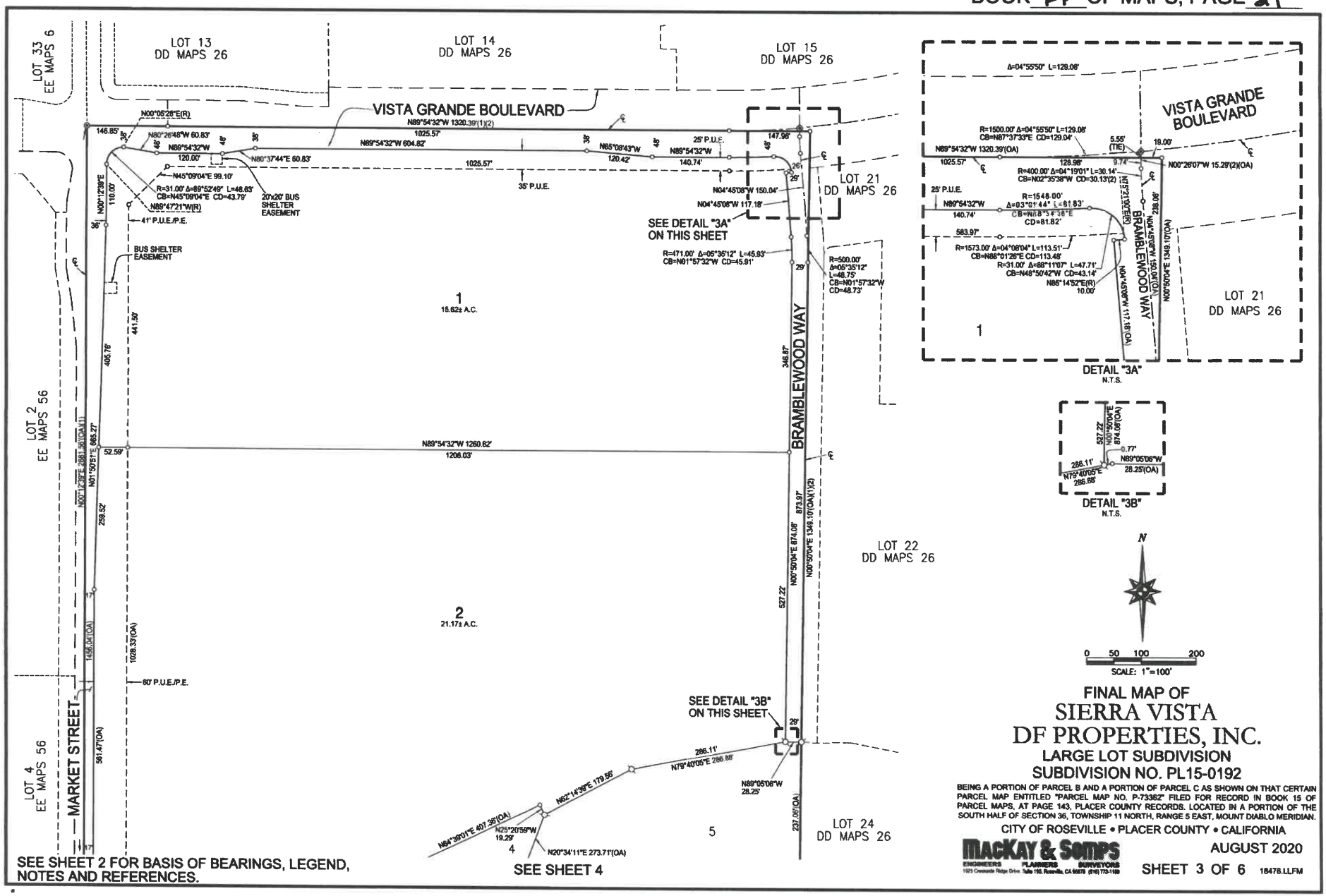
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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1525 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1100

AUGUST 2020

SHEET 2 OF 6 18476.LLFM

BOOK FF OF MAPS, PAGE 21



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

FINAL MAP OF SIERRA VISTA

DF PROPERTIES, INC.

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

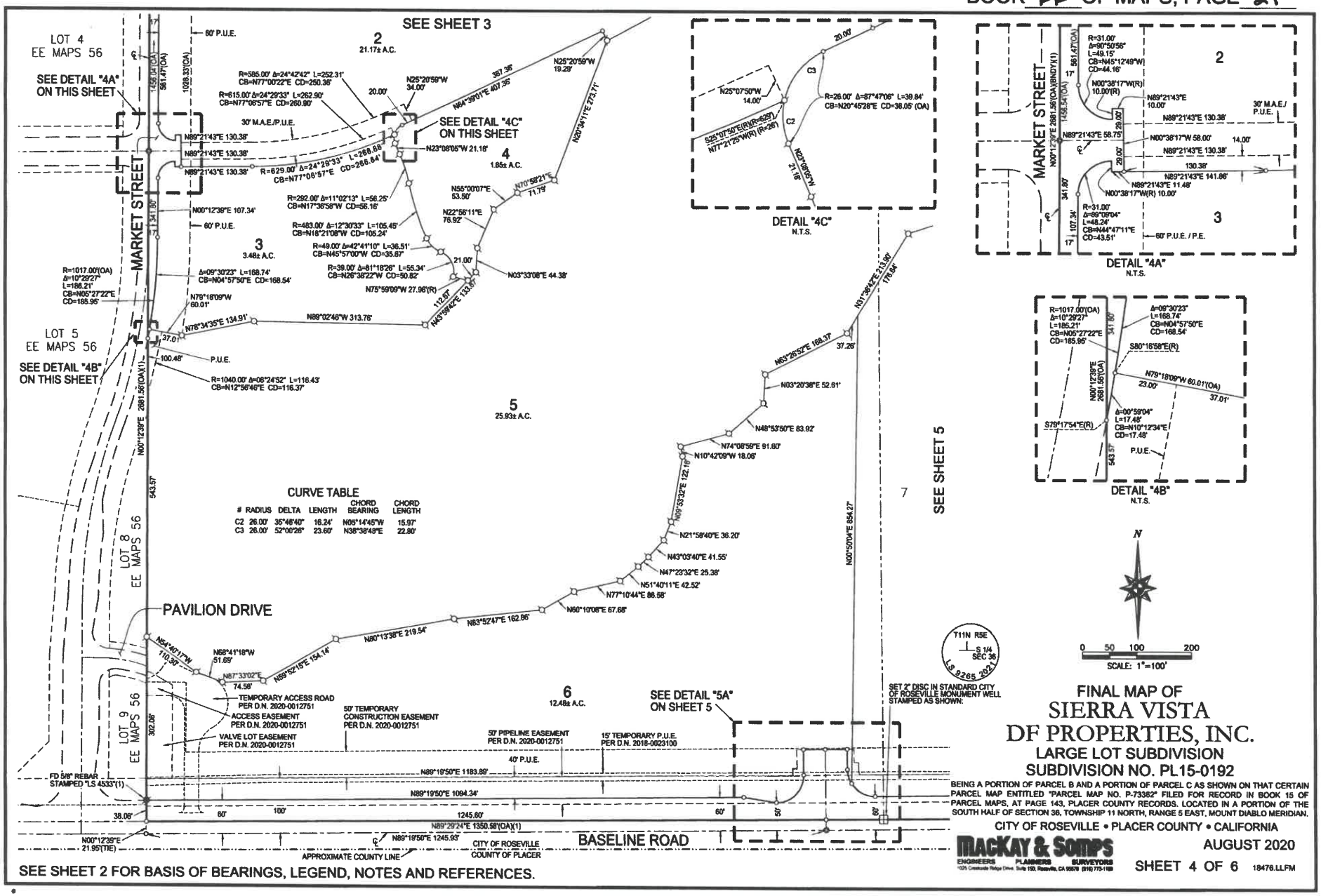
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ENGINEERS PLANNERS SURVEYORS
1815 Crossroads Ridge Drive, Suite 150, Roseville, CA 95678 (916) 772-1199

AUGUST 2020

 18476.LLFM

BOOK FF OF MAPS, PAGE 21



FINAL MAP OF SIERRA VISTA

DF PROPERTIES, INC.

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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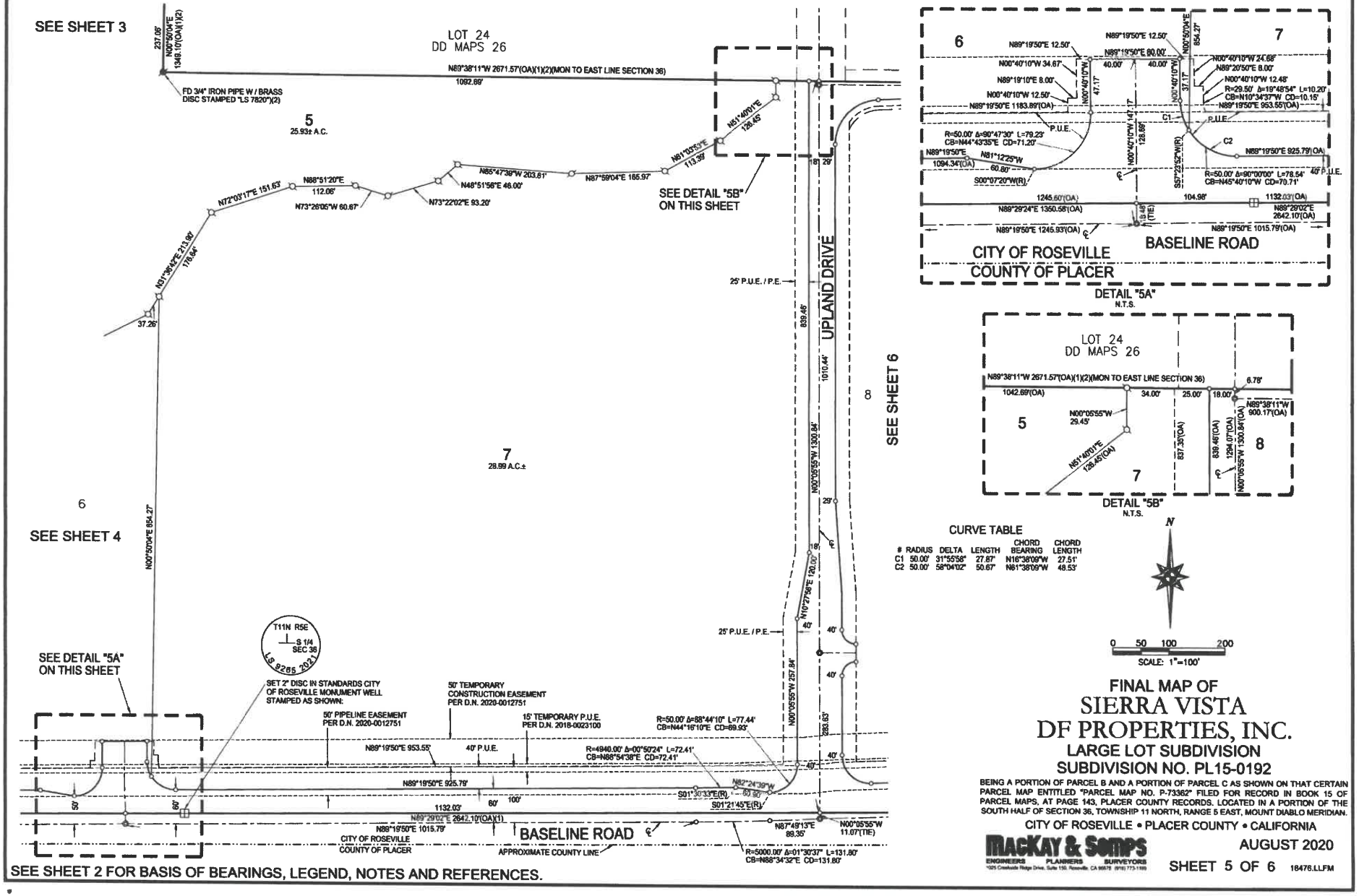
MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS

AUGUST 2020

SHEET 4 OF 6 18476.LLFM

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

BOOK FF OF MAPS, PAGE 21



DETAIL "5A"
N.T.S.

DETAIL "5B"
N.T.S.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00'	31°55'56"	27.87'	N16°38'09"W	27.51'
C2	50.00'	58°04'02"	50.67'	N61°38'09"W	48.53'

FINAL MAP OF SIERRA VISTA

DF PROPERTIES, INC.

LARGE LOT SUBDIVISION

SUBDIVISION NO. PL15-0192

BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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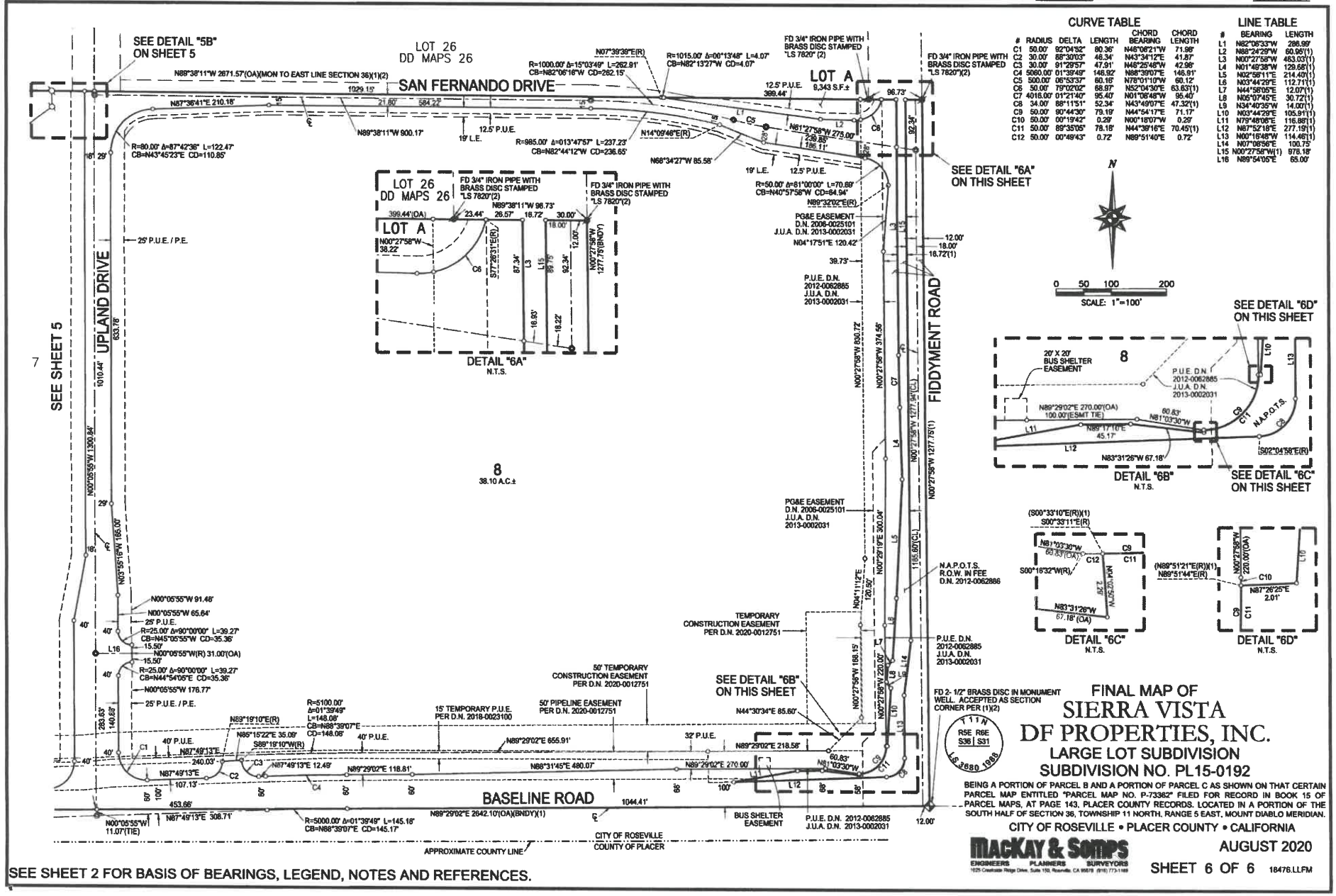
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AUGUST 2020

SHEET 5 OF 6 18476.LLFM

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

BOOK FF OF MAPS, PAGE 21



CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00'	92°04'52"	80.36'	N46°06'21"W	71.98'
C2	30.00'	88°30'03"	46.34'	N43°34'12"E	41.87'
C3	30.00'	91°29'57"	47.91'	N46°25'48"W	42.98'
C4	5060.00'	01°39'49"	146.92'	N88°39'07"E	146.91'
C5	500.00'	06°53'37"	60.16'	N76°01'10"W	60.12'
C6	50.00'	79°02'02"	68.97'	N52°04'30"E	63.63'(1)
C7	4016.00'	01°21'40"	95.40'	N01°06'48"W	95.40'
C8	34.00'	88°11'51"	52.34'	N43°49'07"E	47.32'(1)
C9	50.00'	90°44'30"	79.19'	N44°54'17"E	71.17'
C10	50.00'	00°19'42"	0.29'	N00°18'07"W	0.29'
C11	50.00'	89°35'05"	78.18'	N44°39'16"E	70.45'(1)
C12	50.00'	00°49'43"	0.72'	N89°51'40"E	0.72'

LINE TABLE		
#	BEARING	LENGTH
L1	N82°06'33"W	286.99'
L2	N88°24'29"W	60.95'(1)
L3	N00°27'58"W	463.03'(1)
L4	N01°49'38"W	129.68'(1)
L5	N02°58'11"E	214.40'(1)
L6	N03°44'29"E	112.71'(1)
L7	N44°58'05"E	12.07'(1)
L8	N05°07'45"E	30.72'(1)
L9	N34°40'35"W	14.00'(1)
L10	N03°44'29"E	105.91'(1)
L11	N79°48'06"E	116.88'(1)
L12	N87°52'18"E	277.19'(1)
L13	N00°16'46"W	114.46'(1)
L14	N07°08'56"E	100.75'
L15	N00°27'58"W(1)	978.18'
L16	N89°54'05"E	65.00'

FINAL MAP OF SIERRA VISTA
DF PROPERTIES, INC.
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

BEING A PORTION OF PARCEL B AND A PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. P-73362" FILED FOR RECORD IN BOOK 15 OF PARCEL MAPS, AT PAGE 143, PLACER COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS

AUGUST 2020

SHEET 6 OF 6 18476.LLFM

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

COUNCIL COMMUNICATION

CC #: 1574
File #: 0400-04-12-1 & 0400-07

Title:	Sierra Vista Village JM-20 - Phase 3.1B - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.14.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, the public utility easements offered thereon, and accept, subject to improvement, Lots A and B and the public rights of way offered thereon for dedication.

2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will create 39 residential lots and 2 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista Village JM-20 - Phase 3.1B final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista Village JM-20 - Phase 3.1B final map final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Village JM-20 - Phase 3.1B final map

final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

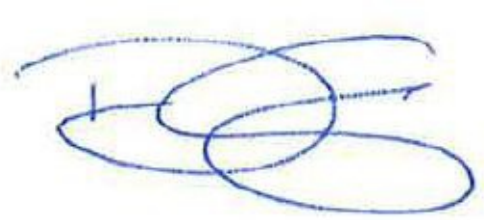
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

MIke Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-296

Final Map

Subdivision Agreement

RESOLUTION NO. 21-296

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and John Mourier Construction, Inc., for the Sierra Vista Village JM-20 - Phase 3.1B subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

BOOK _____ OF MAPS, PAGE _____

PLAT OF

SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "SIERRA VISTA VILLAGES FD-24 AND JM-20" - 'FF' BM 19 LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

APRIL 2021

BAKER WILLIAMS ENGINEERING GROUP

SHEET 1 OF 3

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE ROAD AND COURT, LOTS 'A' AND 'B' AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE ROAD AND COURT SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CHELSEA CREEK ROAD AND SEA CLIFF COURT.

(B) LOTS 'A' AND 'B' SHOWN HEREON AS PUBLIC RIGHT-OF-WAY FOR LANDSCAPE PURPOSES.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____
PRINT NAME:
TITLE:

BY: _____
PRINT NAME:
TITLE:

NOTARY ACKNOWLEDGEMENT:

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 _____, 2021, BEFORE ME, _____ A NOTARY PUBLIC
(PRINT 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 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.

MY COMMISSION EXPIRES _____.
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

_____
NOTARY PUBLIC

_____
PRINT NAME

SURVEYOR'S STATEMENT:

THIS MAP OF "SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B" 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 JOHN MOURIER CONSTRUCTION, INC. IN JUNE, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2021, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____

_____
JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2021

LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
No. 7820
EXPIRES
12/31/2021
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B" 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.

DATED_____

_____
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B" IS TECHNICALLY CORRECT.

For Marc Stout, City Engineer, City of Roseville

DATED_____

_____
TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2021

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/21
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED SUBJECT TO IMPROVEMENT LOTS A & B AND THE RIGHTS OF WAY HEREON OFFERED FOR DEDICATION.

DATED_____

_____
CITY CLERK, CITY OF ROSEVILLE

BY:_____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT _____ MINUTES AFTER _____ O'CLOCK__M. ON THE ____ DAY OF _____, 2021 AND RECORDED IN BOOK ____ OF MAPS, AT PAGE ____.

DOCUMENT NO. _____

_____
COUNTY RECORDER OF PLACER COUNTY

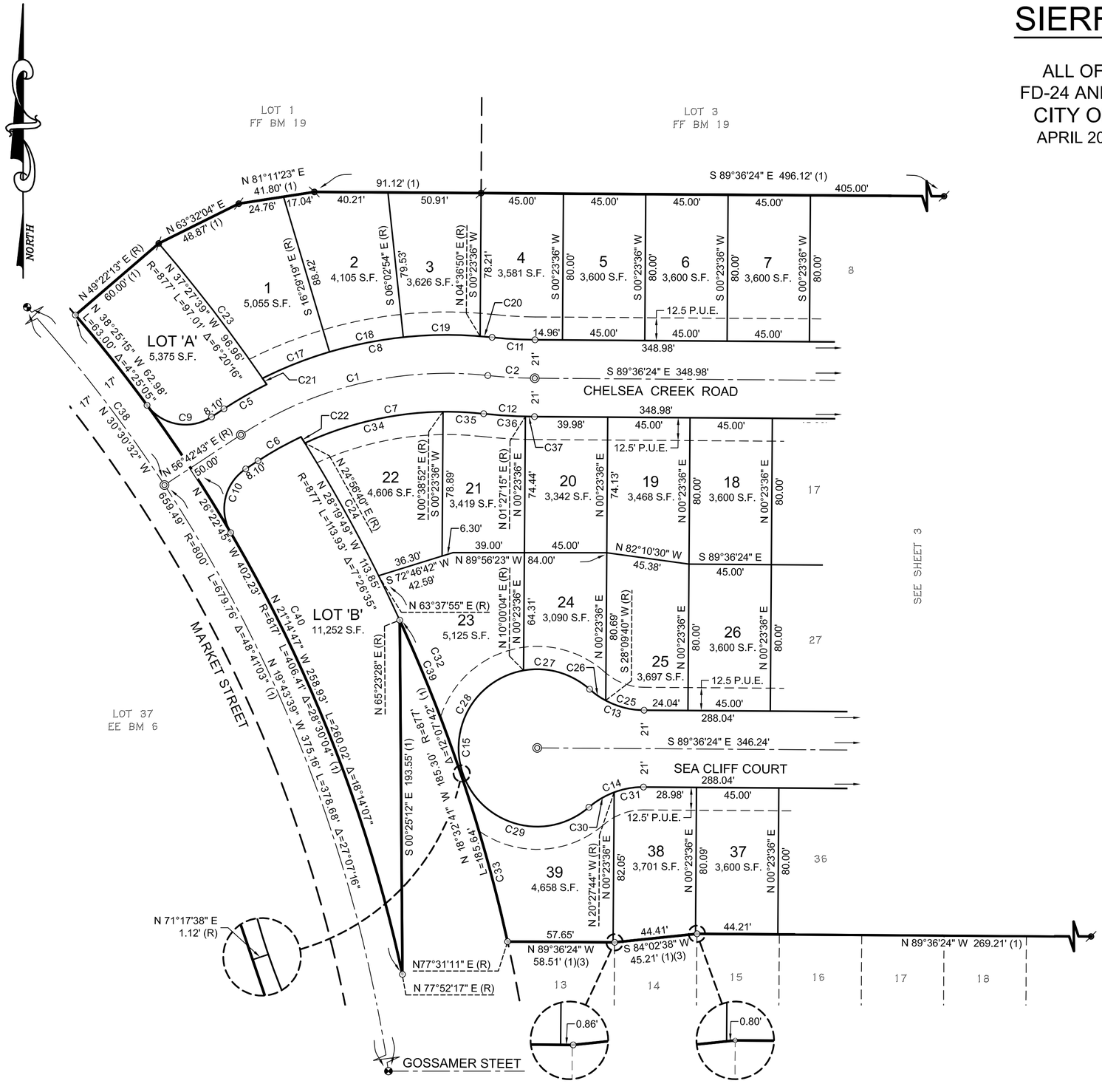
FEE _____

BY:_____
DEPUTY

JOB NO. 20-06-028

BOOK _____ OF MAPS, PAGE _____

SEE SHEET 3 FOR BASIS OF BEARINGS, NOTES AND LEGEND.



SIERRA VISTA VILLAGE JM-20B – PHASE 2
EE BM 96

PLAT OF

SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "SIERRA VISTA VILLAGES FD-24 AND JM-20" - 'FF' BM 19 LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

APRIL 2021 SCALE: 1" = 40'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 2 OF 3

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	141.58'	205.00'	39°34'09"	S 76°29'48" W	138.78'
C2	25.69'	250.00'	5°53'16"	S 86°39'46" E	25.68'
C5	26.93'	222.00'	6°57'02"	S 60°11'15" W	26.91'
C6	26.89'	188.00'	8°11'40"	S 60°48'33" W	26.86'
C7	100.28'	184.00'	31°13'32"	S 80°40'06" W	99.04'
C8	129.23'	226.00'	32°45'45"	S 79°54'00" W	127.48'
C9	39.51'	26.00'	87°04'35"	S 79°44'59" E	35.82'
C10	39.51'	26.00'	87°04'34"	S 13°10'26" W	35.82'
C11	23.53'	229.00'	5°53'16"	S 86°39'46" E	23.52'
C12	27.85'	271.00'	5°53'16"	S 86°39'46" E	27.84'
C13	32.52'	45.00'	41°24'35"	S 68°54'06" E	31.82'
C14	32.52'	45.00'	41°24'35"	S 69°41'19" W	31.82'
C15	197.24'	43.00'	262°49'09"	S 0°23'36" W	64.50'
C17	39.42'	226.00'	9°59'33"	S 68°30'54" W	39.37'
C18	41.18'	226.00'	10°26'26"	S 78°43'54" W	41.12'
C19	42.06'	226.00'	10°39'43"	S 89°16'58" W	42.00'
C20	6.58'	226.00'	1°40'02"	N 84°33'09" W	6.58'
C21	4.04'	877.00'	0°15'50"	N 34°25'26" W	4.04'
C22	4.03'	877.00'	0°15'48"	N 31°55'13" W	4.03'
C23	92.97'	877.00'	6°04'26"	N 37°35'34" W	92.93'
C24	82.97'	877.00'	5°25'14"	N 29°04'42" W	82.94'
C25	21.81'	45.00'	27°46'03"	S 75°43'22" E	21.60'
C26	10.71'	45.00'	13°38'31"	S 55°01'05" E	10.69'
C27	38.88'	43.00'	51°48'15"	N 74°05'56" W	37.57'
C28	74.08'	43.00'	98°42'18"	S 30°38'47" W	65.25'
C29	84.29'	43.00'	112°18'37"	S 74°51'40" E	71.43'
C30	16.14'	45.00'	20°33'15"	S 59°15'39" W	16.06'
C31	16.38'	45.00'	20°51'20"	S 79°57'56" W	16.29'
C32	117.28'	877.00'	7°39'43"	N 22°32'13" W	117.19'
C33	95.29'	877.00'	6°13'32"	N 15°35'36" W	95.25'
C34	78.03'	184.00'	24°17'48"	S 77°12'14" W	77.44'
C35	22.25'	184.00'	6°55'44"	N 87°11'00" W	22.24'
C36	22.83'	271.00'	4°49'38"	S 86°07'57" E	22.82'
C37	5.02'	271.00'	1°03'38"	S 89°04'34" E	5.02'
C38	301.08'	800.00'	21°33'47"	N 44°04'10" W	299.30'
C39	90.35'	877.00'	5°54'10"	N 21°39'27" W	90.31'
C40	301.72'	817.00'	21°09'33"	N 22°42'30" W	300.00'

JOB NO. 20-06-028

BOOK _____ OF MAPS, PAGE _____

PLAT OF

SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "SIERRA VISTA VILLAGES FD-24 AND JM-20" - 'FF' BM 19 LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

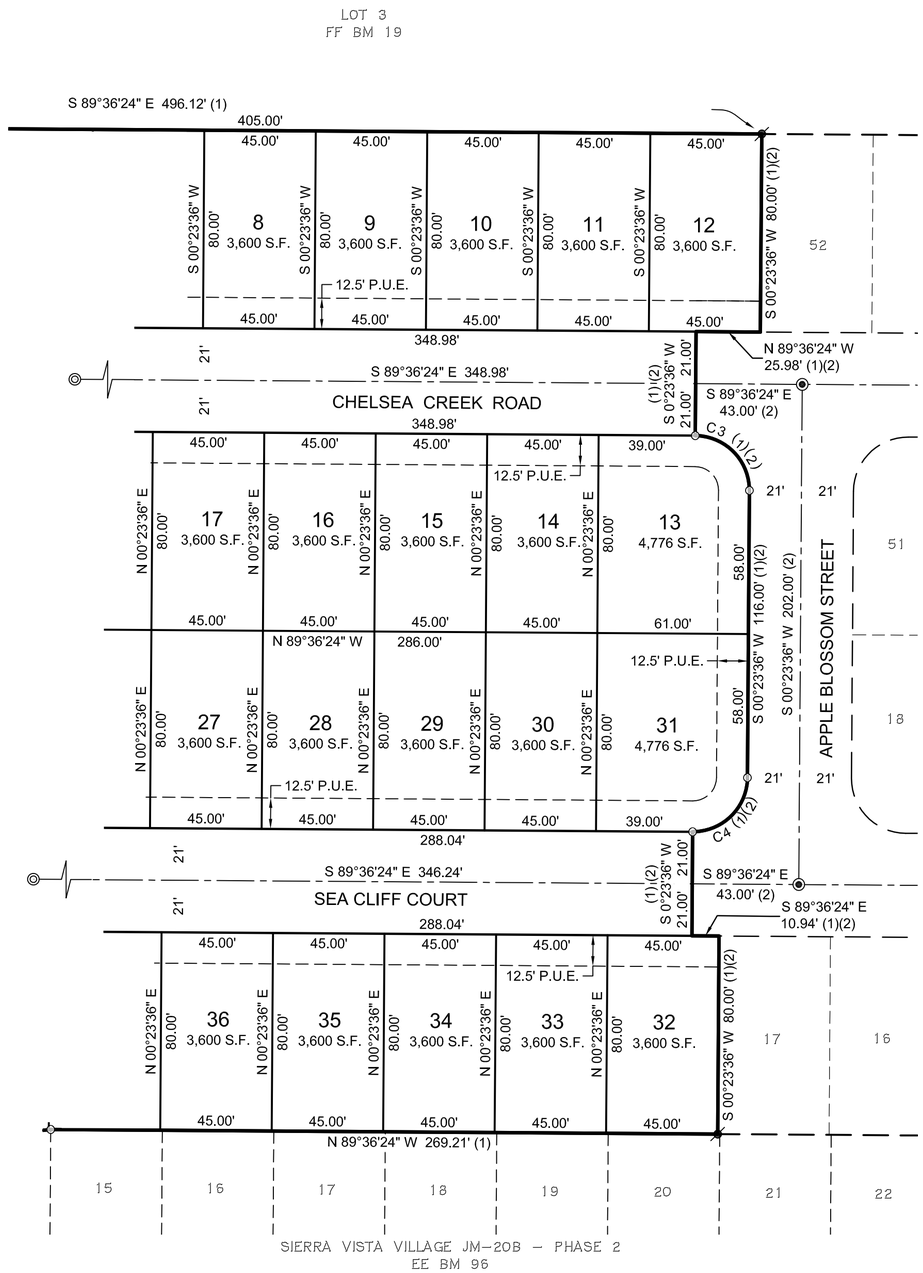
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

APRIL 2021 SCALE: 1" = 40'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 3 OF 3

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C3	34.56'	22.00'	90°00'00"	S 44°36'24" E	31.11'
C4	34.56'	22.00'	90°00'00"	S 45°23'36" W	31.11'



NOTES:

1. ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
2. THIS SUBDIVISION CONTAINS 4.721 ACRES MORE OR LESS, CONTAINING 39 RESIDENTIAL LOTS NUMBERED 1-39 AND TWO LANDSCAPE LOTS LETTERED LOTS 'A' AND 'B'.
3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-927).
5. ALL REAR PROPERTY CORNERS AND ANGLE POINTS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH METAL CAP STAMPED "LS7820". IN THE EVENT OF A CONFLICT WITH A RETAINING WALL OR FENCE, A 3.0' WITNESS CORNER SHALL BE SET ONLINE.
6. ALL FRONT PROPERTY CORNERS SHALL BE MONUMENTED WITH A 1" BRASS DISK STAMPED "LS7820", 1.0' FROM PROPERTY CORNER INTO THE SIDEWALK ON A PROJECTION OF PROPERTY LINE AT FRONT AND/OR SIDE LOT LINES PRODUCED.

LEGEND:

- P.U.E. ..... PUBLIC UTILITY EASEMENT
- (R) ..... RADIAL LINE
- ○ ..... DIMENSION POINT, NOTHING FOUND OR SET
- ◎ ..... SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED L.S. 7820
- ⌀ ..... FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER FF BM 19
- ◉ ..... FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER EE BM 98
- ◉ ..... FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER EE BM 96
- (1) ..... RECORD PER FF BM 19
- (2) ..... RECORD PER EE BM 98
- (3) ..... RECORD PER EE BM 96

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF APPLE BLOSSOM STREET, BEING S 00°23'36" W AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER EE BM 98.

JOB NO. 20-06-028

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Sierra Vista Village JM-20 - Phase 3.1B SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and John Mourier Construction, Inc., a a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Sierra Vista Village JM-20 - Phase 3.1B Subdivision" (Subdivision no. PL17-0204 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 9th day of January, 2020, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams Engineering Group, dated 07/2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 961,285 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

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

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $3,000,000 aggregate Personal Injury: $2,000,000 per occurrence $3,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

John Mourier Construction, Inc.
Attn: Steve Schnable
1430 Blue Oaks Boulevard, Suite 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

John Mourier Construction, Inc.,
a California corporation

BY: John S Mourier

its: President

and

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On March 8, 2021 before me, Karen Headley, a notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John L. Mourier III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KAREN HEADLEY
Notary Public - California
Placer County
Commission # 2258771
My Comm. Expires Oct 16, 2022

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ATTEST:

BY:_____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:_____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:_____
MARC STOUT
City Engineer

John Mourier Construction, Inc., a California corporation

BY:_____

its:_____

(NOTARIZATION REQUIRED)

COUNCIL COMMUNICATION

CC #: 1580
File #: 0203-06

Title: On-Call Accela Support Services - Professional Services Agreement
Contact: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with TruePoint Solutions, LLC to perform consulting services in support of the City's enterprise permitting system (Accela Automation) and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

In 2013, following a competitive bid process, the City partnered with TruePoint Solutions (TruePoint) to implement the City's new enterprise permitting system, Accela Automation. Since then, the City has continued to partner with TruePoint (a certified implementation partner for Accela Inc.), as needed, to further implement and enhance the Accela platform with great success.

Development Services has a continued business need to contract with a third-party vendor to provide on-call support for the Accela permitting platform and provide project management services for system upgrades, enhancements, automation, and other end-user improvements.

TruePoint was the initial system implementer and is very familiar with the City's Accela infrastructure and management, and is uniquely suited to ensure system and business continuity during the course of the engagement.

Staff is requesting the approval of a Professional Services Agreement for on-call Accela support services. The cost of ongoing maintenance associated with the enterprise permitting system is supported entirely by development through permit fees, resulting in no impact to the General Fund. Funding for FY2021-22 is programmed in the Department's approved budget.

FISCAL IMPACT

The not-to-exceed amount for the recommended agreement is $240,000. The funding source is the Development Services Technology Investment Fund, funded by development through

building permit fees for development-driven technology improvements.

ENVIRONMENTAL REVIEW

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

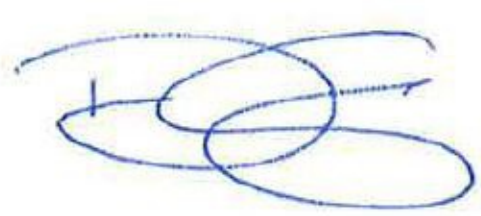
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Optimize the use of technology and data to improve operations. Align staff resources for efficiency and effectiveness.

Respectfully Submitted,

Brandy LeBeau, Management Analyst

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-302

Truepoint Professional Service Agreement

RESOLUTION NO. 21-302

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRUEPOINT SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for on-call Accela support services, between the City of Roseville and TruePoint Solutions, 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 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

Project: On-Call Accela Support Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and TruePoint Solutions LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of on-going training, service, support, and general maintenance for Accela Civic Platform; and

WHEREAS, CONSULTANT has prepared a proposal dated May 4, 2021, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to Accela products.

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 "A." Total compensation shall not exceed two hundred forty thousand dollars ($240,000).

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.

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

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

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	CONSULTANT
Brandy LeBeau Management Analyst 311 Vernon Street Roseville, CA 95678	Keith Hobday 3262 Penryn Rd. Ste. 100-B Loomis, CA 95650

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

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

TRUEPOINT SOLUTIONS LLC, a
California limited liability company

BY: Kent Johnson
its: CEO

and

BY: _____
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MIKE ISOM
Development Services Director

EXHIBIT “A”

TruePoint Solutions

City of Roseville, CA

On-Going Service and Support Proposal

5/4/2021

TruePoint Solutions

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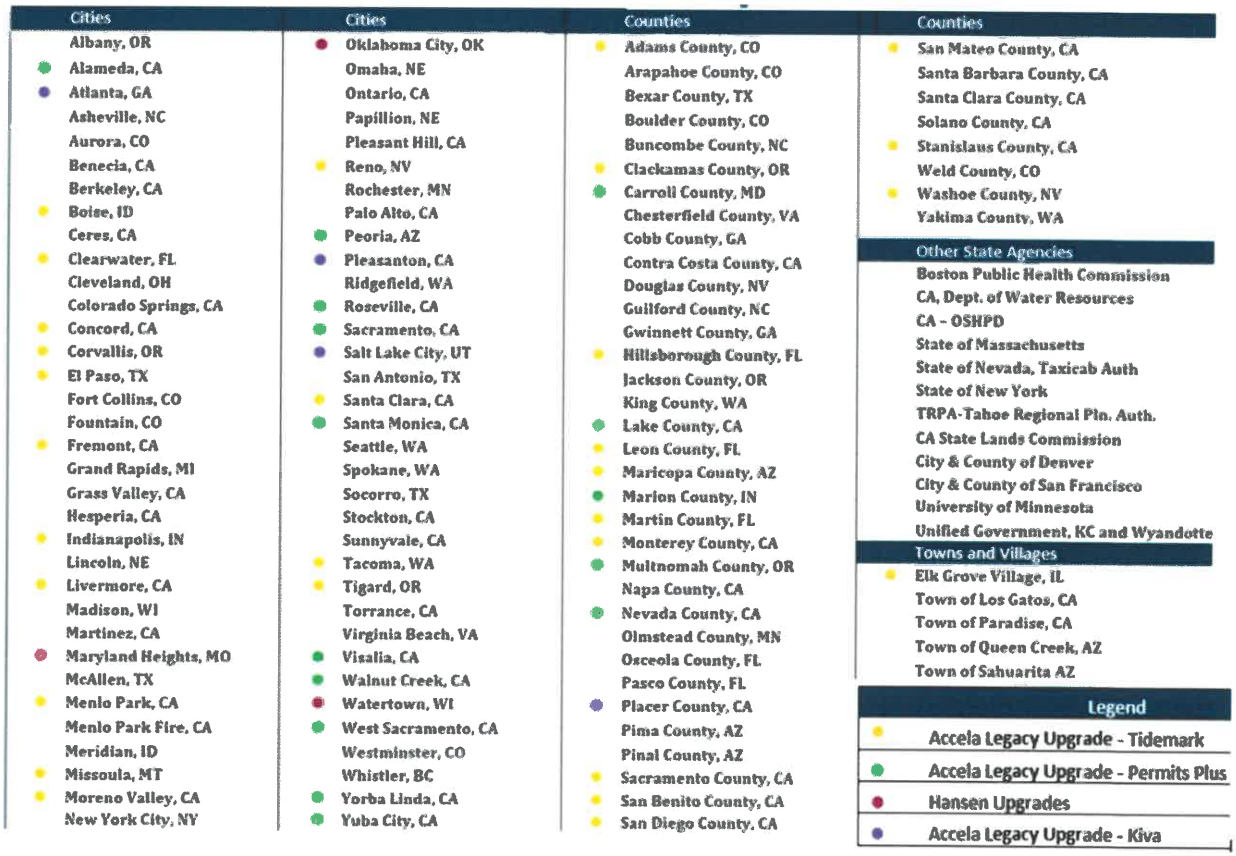
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Project Understanding 5
Proposed Services 5
Services Costs 6

I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions, LLC is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex government IT solutions. Our team has an average of 16+ years of public sector IT experience.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. Implementation projects which TruePoint has been involved with include:



Cities	Cities	Counties	Counties
Albany, OR	Oklahoma City, OK	Adams County, CO	San Mateo County, CA
Alameda, CA	Omaha, NE	Arapahoe County, CO	Santa Barbara County, CA
Atlanta, GA	Ontario, CA	Bexar County, TX	Santa Clara County, CA
Asheville, NC	Papillion, NE	Boulder County, CO	Solano County, CA
Aurora, CO	Pleasant Hill, CA	Buncombe County, NC	Stanislaus County, CA
Benecia, CA	Reno, NV	Clackamas County, OR	Weld County, CO
Berkeley, CA	Rochester, MN	Carroll County, MD	Washoe County, NV
Boise, ID	Palo Alto, CA	Chesterfield County, VA	Yakima County, WA
Ceres, CA	Peoria, AZ	Cobb County, GA	
Clearwater, FL	Pleasanton, CA	Contra Costa County, CA	**Other State Agencies**
Cleveland, OH	Ridgefield, WA	Douglas County, NV	Boston Public Health Commission
Colorado Springs, CA	Roseville, CA	Guilford County, NC	CA, Dept. of Water Resources
Concord, CA	Sacramento, CA	Gwinnett County, GA	CA - OSHPD
Corvallis, OR	Salt Lake City, UT	Hillsborough County, FL	State of Massachusetts
El Paso, TX	San Antonio, TX	Jackson County, OR	State of Nevada, Taxicab Auth
Fort Collins, CO	Santa Clara, CA	King County, WA	State of New York
Fountain, CO	Santa Monica, CA	Lake County, CA	TRPA-Tahoe Regional Pln. Auth.
Fremont, CA	Seattle, WA	Leon County, FL	CA State Lands Commission
Grand Rapids, MI	Spokane, WA	Maricopa County, AZ	City & County of Denver
Grass Valley, CA	Socorro, TX	Marion County, IN	City & County of San Francisco
Hesperia, CA	Stockton, CA	Martin County, FL	University of Minnesota
Indianapolis, IN	Sunnyvale, CA	Monterey County, CA	Unified Government, KC and Wyandotte
Lincoln, NE	Tacoma, WA	Multnomah County, OR	**Towns and Villages**
Livermore, CA	Tigard, OR	Napa County, CA	Elk Grove Village, IL
Madison, WI	Torrance, CA	Nevada County, CA	Town of Los Gatos, CA
Martinez, CA	Virginia Beach, VA	Olmstead County, MN	Town of Paradise, CA
Maryland Heights, MO	Visalia, CA	Osceola County, FL	Town of Queen Creek, AZ
McAllen, TX	Walnut Creek, CA	Pasco County, FL	Town of Sahuarita AZ
Menlo Park, CA	Watertown, WI	Placer County, CA	
Menlo Park Fire, CA	West Sacramento, CA	Pima County, AZ	**Legend**
Meridian, ID	Westminster, CO	Pinal County, AZ	Accela Legacy Upgrade - Tidemark
Missoula, MT	Whistler, BC	Sacramento County, CA	Accela Legacy Upgrade - Permits Plus
Moreno Valley, CA	Yorba Linda, CA	San Benito County, CA	Hansen Upgrades
New York City, NY	Yuba City, CA	San Diego County, CA	Accela Legacy Upgrade - Kiva

II. TruePoint Staff

This Project represents an important technology undertaking for the City. TruePoint will assign talented staff that has in-depth knowledge of your current implementation. Below is a summary of team members and Accela experience.

TruePoint Solutions Services Team

Consultant	Primary Role	Public Sector	Proj. Manager	Business Analysis	Configuration	Ad hoc	Crystal Reports	SSRS	Scripting	Interfaces	History Conv.	Installation	Accela Mobile App	System Testing / UAT	End User Training
Keith Hobday	Implementation Consultant	30 yrs.	●	●	●	●			●	●					●
Terry Dunn	Implementation Consultant	20 yrs.	●	●	●	●			●	●				●	●
Cory Probasco	Implementation Consultant	23 yrs.		●	●	●			●	●				●	●
David Brown	Implementation Consultant	17 yrs.	●	●	●	●			●	●		●		●	●
Thomas Hornick	Technical Consultant	21 yrs.		●	●	●	●	●	●	●	●			●	
Joe Cipriano	Technical Consultant	22 yrs.					●	●	●		●				
Caleb Harshbarger	Technical Consultant	12 yrs.				●	●	●	●		●		●		
Richard Holland	Technical Consultant	12 yrs.					●	●			●	●			
Michele Niccore	Implementation Consultant	12 yrs.	●	●	●	●			●	●				●	●
McKenzie Helvick	Implementation Consultant	7 yrs.		●	●	●			●	●				●	●
Jay Lum	Technical Consultant	29 yrs.		●	●	●	●	●							
David Boucher	Implementation Consultant	12 yrs.	●	●	●	●	●	●	●	●				●	●
Deborah Herman	Implementation Consultant	22 yrs.	●	●	●	●	●	●	●	●			●	●	●
Johnny Guest	Implementation Consultant	16 yrs.		●	●								●	●	
Erin Griffith	Technical Consultant	14 yrs.				●	●	●							
Jackie Ramirez	Implementation Consultant	10 yrs.		●	●	●			●	●			●	●	●
Tyler Suarez	Implementation Consultant	6 yrs.		●	●	●								●	●
Ray Schug	Implementation Consultant	26 yrs.		●	●	●			●	●	●			●	●
Erica Rodriguez	Implementation Consultant	14 yrs.		●	●	●								●	●
Nick Graf	Implementation Consultant	10 yrs.		●	●	●			●	●	●			●	●
Greg Lamy	Implementation Consultant	3 yrs.		●	●	●								●	●
Michael Becker	Implementation Consultant	4 yrs.		●	●	●	●	●	●		●			●	●
Melissa Bouquin	Implementation Consultant	26 yrs.		●	●	●			●					●	●
Alex Charlton	Implementation Consultant	5 yrs.		●	●	●			●		●			●	●

Keith Hobday will be the main point of contacts for this engagement and ultimately responsible for all members of the TruePoint team. Thomas Hornick will be the primary resource utilizing other members of the team as needed.

III. Project Scope

Project Understanding

TruePoint Solutions appreciates the opportunity to continue to work with the City to enhance the utilization of your Accela Civic Platform products and support the day to day needs of your end users. The Accela Civic Platform is very feature rich and can be continually enhanced to better support your business needs. As we support your needs, we will also focus on knowledge transfer of the Accela Civic Platform features.

TruePoint Solutions proposes a blanket as needed support agreement to work with City staff to support and enhance the Accela Automation functionality. TruePoint can advise, configure, support and train all aspects of the Accela Civic platform and currently works with over 50 Accela customers on the with similar support contracts.

Proposed Services

As Needed Expert Support and General Maintenance

This service will provide day-to-day as need or on call support above and beyond what is provided by Accela CRC. It will also provide a budget to continually enhance and expand the Cities Accela configuration.

- Training as need on any aspect of Accela. Training can be done on-site or remote
- Advise on how to most efficiently configure the Accela Civic Platform based on experience we have gained from over 100 customers
- Misc. Configuration changes as requested
- Scripting for business process automation
- Fee configuration and enhancements
- Report Development and Support using Ad-Hoc, SSRS or Crystal
- ACA support and enhancements
- Accela Mobile support
- Day-to-day phone support and issue resolution
- On Site support as need form local resources.
- DigEplan support
- Accela upgrade support

Services Costs

Tasks	Hours	Rate	Total	Comment
As Needed Support	1,600	$150.00	$240,000.00	
Travel Budget			$0.00	
Total (Not-To-Exceed)			**$240,000.00**	

Services will be billed monthly on a T@M hourly basis as work is requested by the City.

SIGNATURE

Agency acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted City of Roseville, CA.	Accepted TruePoint Solutions
By:	By: Keith Hobday
Print Name: Joe Allen	Print Name: Keith Hobday
Title: Development Services Manager	Title: Partner
Date: 5-5-2021	Date: 5-4-2021

COUNCIL COMMUNICATION

CC #: 1583
File #: 0800-02

Title:	On-Call Hydrologic Services - Professional Services Agreement Amendment
Contact:	Trevor Joseph 916-746-1708 tjoseph@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution approving the third amendment to Professional Services Agreement for On-Call Hydrologic Services with GEI Consultants, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The goal of the City's Groundwater Program is to sustainably manage the City's groundwater supplies and operate and maintain facilities that can recharge, store, and recover water to improve water supply reliability for municipal and environmental beneficial uses of water. All work activities are organized within eight work elements that support the goal mentioned above, and a series of narrative objectives focused on groundwater quality, quantity, readiness, and sustainability.

Specifically, activities documented within this amendment support two of the eight work elements identified in the Program Management Plan (PMP) for the City's Groundwater Program as described below:

Planning, Construction, and Capital Improvements

- Completion of Drinking Water Sources Assessment Program (DWSAP) Regulatory Support – Through the authorization of this task, GEI will complete DWSAP's at up to 6 new Aquifer Storage and Recovery (ASR) production well locations, specifically delineating source area protection zones, physical barrier effectiveness checklist, vulnerability rankings, and preparation of assessment maps and a final report.

- Regulatory-Required Well Completion Report – Through the authorization of this task, GEI will complete documentation of ASR exploratory drilling and monitoring well construction activities at 8 locations in the City. Specifically, this task includes descriptions of the purpose, methodology, and results of drilling and well construction activities. The report is organized to address reporting requirements detailed in the City's ASR permit with the Regional Water Quality Control Board (RWQCB).

Regulatory and Permitting

- Sampling and Reporting for Permit Compliance – Activities support the sampling and reporting requirements under the existing RWQCB general order for an additional quarter of sampling and monitoring activities.

These services also enable Environmental Utilities staff to implement activities to conserve water and expedite construction of infrastructure as described in the General Information Memorandum (GIM) Drought Update and Actions by the City of Roseville dated May 9, 2021.

The cost breakdown of the proposed third amendment are detailed below:

Task	Estimate ($)
1. Completion of DWSAP Regulatory Report	25,000
2. Sampling and Reporting for Regulatory Compliance	14,500
3. Regulatory Required Well Completion Report	37,000
Estimated Total Budget	**76,500**

Copies of the third amendment to the PSA (Exhibit A) are attached.

FISCAL IMPACT

This amendment brings the total not-to-exceed contract amount to $1,519,045. Funding for this agreement is from the Water Operations Fund and is included in the Fiscal Year 2021-22 budget.

ENVIRONMENTAL REVIEW

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

Approval of an amendment to a professional services agreement for Hydrologic services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

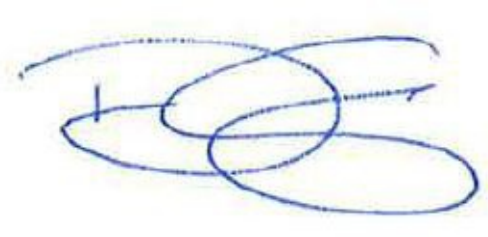
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Trevor Joseph, Hydrogeologist

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 21-305

GEI Amendment Agreement

RESOLUTION NO. 21-305

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Third Amendment to Professional Services Agreement for On-Call Hydrologic Services, by and between the City of Roseville and GEI Consultants, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Hydrologic Services

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and GEI Consultants, Inc., a Massachusetts corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated July 6, 2016, amended July 11, 2018, and amended December 18, 2019 ("Agreement") regarding On-Call Hydrologic Services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 18, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this Third Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay seventy-six thousand, five hundred dollars ($76,500), in consideration of the additional services as set forth in Exhibit "A" to the Third Amendment to Agreement. This brings the total not to exceed contract amount to one million, five hundred nineteen thousand, forty-five dollars ($1,519,045)."

3. 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 Third Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

GEI CONSULTANTS, INC., a Massachusetts corporation

BY: _____

its: VICE PRESIDENT

and

BY: _____

its: Corporate Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

May 18, 2021

VIA EMAIL: tjoseph@roseville.ca.us
Trevor Joseph
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Re: Proposal for Continued Groundwater Program Support

Dear Mr. Joseph:

GEI appreciates the opportunity to propose on this project to perform drinking water source assessments for future Aquifer Storage and Recovery Well (ASR) locations, for ASR compliance sampling and reporting support, and for developing a monitoring well completion report. Each of these scope items are described in the task descriptions that follow.

Task 1 – Completion of the Drinking Water Source Assessment and Protection Program (DWSAP) Regulatory Report

GEI has completed a portion of the DWSAP report including locating of drinking water sources and developing an inventory of possible contaminating activities (PCAs) for the ASR exploratory borings and wells installed in 2020-2021. Through the authorization of this task, the following activities will be completed for up to 6 ASR well locations: delineation of source area protection zones, physical barrier effectiveness checklists, vulnerability rankings, preparation of assessment maps and a final report.

Deliverable: Draft and Final Drinking Water Source Assessment (DWSAP) Report for six (6) new well sites, assumed to be a single document.

Task 2 – Sampling and Reporting for Regulatory Permit Compliance

GEI will perform one additional quarter of sampling and monitoring activities to support the development of quarterly and annual reports as required by the State Water Resources Control board (State Board) ASR General Order. Tasks include:

- Sampling and monitoring of all ASR wells and associated monitoring wells as required under the ASR General Order. This includes water quality sampling via HydraSleeves or pump and purge methods, water level measurement collection, tabulation, and analysis of pumping data, etc.

- Integration of collected ASR and monitoring well data into the regional Data Management System (DMS) for the North American Subbasin. Includes QAQC of water quality data and processing/formatting of data to meet DMS requirements.

Deliverable: Copies of field notes and forms including field sampling forms, chain of custody reports, etc. Upload of data to the regional DMS and proof of upload.

Task 3 – Regulatory Required Well Completion Report

GEI has recently completed the oversite and field documentation of ASR exploratory drilling and monitoring well construction at eight locations in the City of Roseville. Authorization of this task

includes development of a single report documenting the purpose, methodology, and results of the drilling and well construction program. The report will be organized to address the reporting requirements detailed in the City's ASR Permit with the Regional Board.

Deliverable: Draft and Final Well Completion Report

Schedule

All work will be completed within 90 days following notice to proceed.

Cost Estimate and Terms

All work will be performed on a time and materials, not to exceed basis consistent with our fee schedule and payment terms provided as **Attachment 1.** Based on the scope of work previously described, we suggest authorizing $76,500 budget. **Table 1** shows the distribution of labor effort by task.

Table 1. Task and Fee Summary

Task	Estimate ($)
1. Completion of DWSAP Regulatory Report	25,000
2. Sampling and Reporting for Regulatory Compliance	14,500
3. Regulatory Required Well Completion Report	37,000
Estimated Total Budget	**76,500**

If this proposal is acceptable, GEI is prepared to begin work on this project immediately. If you have any questions, please feel free to contact Chris Petersen at 530.304.3330, or by email at cpetersen@geiconsultants.com.

Sincerely,
GEI Consultants, Inc.





Chris Petersen, CHG
Project Manager

Trevor Kent
Field Team Leader

Attachment 1 – Fee Schedule and Payment Terms

FEE SCHEDULE

Personnel Category	*Hourly Billing Rate* $ per hour
Staff Professional – Grade 1	$ 127
Staff Professional – Grade 2	$ 140
Project Professional – Grade 3	$ 153
Project Professional – Grade 4	$ 172
Senior Professional – Grade 5	$ 203
Senior Professional – Grade 6	$ 231
Senior Professional – Grade 7	$ 274
Senior Consultant – Grade 8	$ 307
Senior Consultant – Grade 9	$ 375
Senior Principal – Grade 10	$ 375
Senior Drafter and Designer	$ 153
Drafter / Designer and Senior Technician	$ 140
Field Professional	$ 115
Technician, Word Processor, Administrative Staff	$ 114
Office Aide	$ 89

These rates are billed for both regular and overtime hours in all categories.
Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

COUNCIL COMMUNICATION

CC #: 1562
File #: 0114

Title:	Federal Advocacy Services - Professional Services Agreement
Contact:	Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to authorize the City Manager to execute a professional services agreement with The Ferguson Group to provide federal advocacy services for the City.

BACKGROUND

The City issued a Request for Proposals (RFP) for federal advocacy services in March in anticipation of the City's current professional services agreement for representation on federal legislative and regulatory issues with The Ferguson Group (TFG) expiring on June 30, 2021. Based on the City's best practices, the current contract has exhausted all available renewals. Subsequently, a request for proposals (RFP) was issued to provide the City with the opportunity to establish a new professional services agreement for federal advocacy services. Under the current agreement, TGF has provided federal advocacy services to the City since 2016. However, TFG has provided federal advocacy services since 2000 under previous contracts with the City. During this time, City Council and staff have continued to be increasingly involved in working with federal elected officials and agencies on issues of significant importance to Roseville and the region.

The City's strong presence at the federal level has improved the results of the federal advocacy effort and produced positive outcomes on an array of important topics. Additionally, the services provided by TFG have been particularly critical during the pandemic. The firm has provided vital and timely information that allowed the City and our community to be aware of resources that were being made available by the federal government to address COVID-19.

Request for Proposals

At the conclusion of the posting period for the RFP, the City received one qualified response to the posting. The qualified response was provided by TFG. A review of the posting revealed that 32 firms reviewed the posting, and 12 firms downloaded the RFP and all associated materials. Staff was contacted by two firms about the request. The conversations were informative, and staff learned that many federal lobbying firms currently have full workloads.

Shortly after receiving the proposals, the evaluation team, consisting of staff from the City and the Placer County Transportation Agency, met to discuss and evaluate the proposal. The panel gave The Ferguson Group the highest marks in all the evaluation criteria. The evaluation team found that TFG's experience and qualifications, project understanding, project plan, and cost of services qualified them for receiving the highest evaluation. In addition, the evaluation team found that the experience TFG has with Roseville, and the other agencies was a valuable asset. This was of significant importance, especially in light of the continually changing complexities at the federal level.

TFG's proposal will build on the professional representation they have provided over the years and will focus on the following areas:

- Transportation policy and funding, including transit, highway funding, and rail safety
- Economic development
- Municipal government finance and revenue protection
- Housing, homelessness, and social services, including veteran's affairs
- Public safety
- Information Technology critical issues, including cybersecurity and funding for infrastructure
- Irrigation and flood control funding, regulations, and policy
- Land use issues as impacted by federal policy and permitting
- Grant support and advocacy

TFG's more than 30 years of experience and presence in Washington D.C. gives them extensive and strong relationships with congressional leaders, the California congressional delegation, and key congressional committee staff. In addition to their Capitol Hill relationships, TGF also has long-standing working relationships with key federal agencies relevant to Roseville, including the Department of Transportation, the Veterans Administration, the Department of Housing and Urban Development, the Army Corps of Engineers, the Environmental Protection Agency and the White House Office of Intergovernmental Affairs.

This experience and understanding of Roseville's federal legislative history, concerns, and interests will be even more critical this year as the City works on identifying funding resources that will and may become available through the various plans being proposed by the president and his administration. Additionally, the support and direction of TFG in establishing a working relationship with Senator Padilla, who was appointed by the governor last year to the seat vacated by Vice President Harris, will be very important and valuable.

The services provided by TFG include a comprehensive, bipartisan government strategy that will assist Roseville with the development and implementation of an effective federal legislative and regulatory program for the City. Services will include legislative and administrative representation with Members of Congress, Senators, House and Senate staff, and pertinent federal agencies and departments. The services also include meeting with federal authorities and representing the City's interests as directed by the City.

FISCAL IMPACT

The total annual cost for the professional services is $90,600, and this amount is included in the FY2021-22 budget.

ENVIRONMENTAL REVIEW

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

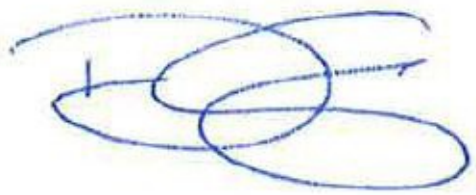
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson Scheid, Deputy City Manager



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-291

Signed PSA

RESOLUTION NO. 21-291

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Federal Advocacy Services, between the City of Roseville and The Ferguson Group, 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 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

Project: Federal Advocacy Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and The Ferguson Group, LLC, a District of Columbia limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of federal advocacy services; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #05-022, dated April 21, 2021, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to federal advocacy services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2023. CITY reserves the right to renew the Agreement for four (4) additional years, one year at a time by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

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

3. 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 for the term of the Agreement shall not exceed ninety thousand, six hundred dollars ($90,600) for each fiscal year, for a total not to exceed of one hundred eighty-one thousand, two hundred dollars ($181,200) through June 30, 2023. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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

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

negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation

and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is

bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a

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

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

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

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

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

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

12. Independent Contractor. CONSULTANT 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.

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

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

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

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE	CONSULTANT
Mark Wolinski Government Relations Administrator 311 Vernon Street Roseville, CA 95678	Mike Miller, Partner 1901 Pennsylvania Avenue., N.W. Suite 700 Washington, D.C. 20006

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MEGAN SCHEID
Deputy City Manager

THE FERGUSON GROUP, LLC, a
District of Columbia limited liability
company

BY: _____
its: W. Roger Gwinn, CEO

and

BY: _____
its: Mark A. Limbaugh, President



EXHIBIT "A"

Project Understanding

Based upon our current work with the City of Roseville, the scope of work delineated in the RFP, and our knowledge of legislative and agency policies and procedures, we will briefly outline our understanding of the services requested in the RFP as well as our general approach to achieving the City's stated goals.

Federal Advocacy Strategy

The federal advocacy strategy of Roseville includes the following ingredients:

- develop and execute a focused advocacy plan, with
- measurable objectives, to
- achieve priorities as defined in adopted federal legislative and regulatory platforms.

The legislative platform included in the RFP packet sets forth the City's annual priorities. As noted, TFG understands environmental utilities advocacy is coordinated outside the scope of this RFP, but TFG stands ready to assist in all areas as requested and appropriate. For 2021, those priorities are generally focused on the following areas:[2]

- Funding for infrastructure projects, including local and regional transportation infrastructure while preserving local land use decision making authority;
- Cybersecurity and IT infrastructure improvements and regulatory relief, including developing an aggressive engagement strategy at the federal level;
- Resiliency and emerging energy opportunities, including fleet electrification;
- Funding for police body-worn cameras;
- Economic development, business and jobs investment and promotion;
- Participating in the legislative and regulatory process where federal action would work to the benefit or detriment of City priorities with a particular emphasis on opposing unfunded mandates, costly and unreasonable regulation;
- Funding and legislative and regulatory decisions helping Roseville provide municipal services in an efficient and effective manner, including social services such as housing and veterans assistance; and
- Funding for quality of life projects and programs, including education, parks and recreation, public safety, and environmentally beneficial programs and projects.

This list is intended to capture the essence and main points of the legislative platforms of Roseville but is not intended to be exhaustive. Members of TFG's Roseville team are well versed in all of the areas identified in the legislative platform and, if new related issues emerge, we are adept at identifying relevant legislative and agency offices, officials, and staff, and reaching out and establishing good working relationships quickly with key individuals.

Tactical Approach

While the fundamental building blocks of a successful federal legislative program have generally remained constant, certain components of our tactical approach have evolved as the roles and responsibilities of Congress, the Administration, and even the Judiciary have, in many ways, transmuted over the years. Most notably, the congressional practice of earmarking – for many an important source of revenue for local government projects – has been in a state of suspension due to the moratorium adopted in each of the last several Congresses. The earmark moratorium has resulted in two related major changes in our tactics: (1) greater engagement with the Administration because specific funding decisions are, by and large, now made at individual agencies; and (2) a greater emphasis on pursuing competitive grants. While the House Appropriations Committee has reinstated the earmarking process this year, there are still several open questions facing the process and the City in this regard, including whether the Senate will follow the House's reintroduction of earmark, and whether any of the City's congressional delegation Members are in support of earmarking. We continue to track developments while tailoring our advocacy approach to fit the current circumstances.

The Project Services section of the RFP succinctly sets forth a list of most of the major actions and milestones of the program we envision undertaking on behalf of Roseville. We will continue to diligently engage in all of the activities outlined on pages 7-8 of the RFP. We will continue to focus activity within relevant federal agencies. Downward budget pressure is likely to continue for the foreseeable future as is increased competition for scarcer resources – funding and regulatory attention alike – and the need will continue to grow to engage further within the agency structure to:

- identify and develop new discretionary funding opportunities;
- ensure competitive grant applications focus on agency priorities and funding opportunities;
- advocate for specific project and program priorities to be included in agency annual budget requests and work plans; and
- focus agency staff on our priorities to ensure timely review and processing of applications for grants, permits, records of decisions, and other relevant agency actions.

Advocacy by TFG and the City will continue both in Washington as well as at the regional and local level. In this connection, regional and local advocacy is one point to be highlighted. While perhaps implicit but not specifically raised in the Project Services list, we believe our work with agency personnel located in agency regional offices has been productive over the years, and we will recommend continuing to expand our communications and work with these and other federal field offices. TFG is committed to our local California work as outlined previously and we believe this work has paid significant dividends to our clients.

Along similar lines, we will continue to coordinate with your congressional delegation district offices. Working with district staff can be critically important. Several current delegation Members coordinate much of their district work primarily through district offices and these highly resourceful staffers often play pivotal roles in our advocacy efforts. It is important to note that each office is unique and the City has well-established relationships with many local and regional offices. TFG always is mindful of existing relationships and we work to leverage rather than hamper your communications and interactions. We believe TFG is singularly qualified to help the City of Roseville continue to carry out this important and productive work directly with local and regional offices.

Project Plan

Proposed Scope of Services

The following diagram provides a general overview of TFG's approach to the City's federal advocacy strategy which is centered on four activity areas: Agenda Development, Advocacy, Grants, and Communications. Detailed descriptions of each task identified in the diagram are included in the following sections under this Tab. The important thing to note is that our approach is inter-related, with each activity area, and the staff person responsible for it, relying on the others. We believe this approach allows our clients and your advocacy team to adjust and respond to the ever-changing environment in Washington.



Conduct Strategic Assessment of Opportunities

Typically, TFG meets with City leadership to acquire a full understanding of client priorities in order to help define the desired federal goals and objectives. Because we currently represent Roseville much of this work for 2021 is already completed. Notwithstanding this point, we meet regularly with City staff to fine tune the City's priorities and look for new opportunities. If the City wishes, we will conduct another full strategic assessment to provide an opportunity for a fresh look at the City's agenda.

We would anticipate spending one to two full days with the City to explore all aspects of your priorities to ensure that you can take advantage of all opportunities and are aware of any potential adverse federal actions to your interests. We know the internal processes of the Executive Branch, including those concerning formal regulations, guidance, grant funding notices, peer reviews, and compliance. All of these opportunities will be considered as we assist the City in setting short- and long-term priorities and focusing the bipartisan, political resources of our team on providing you with a

comprehensive picture of what actions are expected on Capitol Hill and in the Administration.

Develop Federal Agenda and Strategy

As noted above, the City has already adopted a federal agenda for this calendar year. If reengaged by the City, TFG will review and refresh the City's Federal Agenda outlining the legislative strategy and measurable outcomes for the City. The approved Federal Agenda serves as TFG's work plan, but remains flexible enough to be revised and improved upon, as needed. TFG facilitates this process through regular and ad hoc meetings, conference calls, and written communication with your excellent government affairs team. The Federal Agenda will be reviewed and revised annually, as necessary, in preparation for the next session of Congress.

Elections and other factors can change the political and policy environment, as well as the policy makers. Making timely adjustments keeps the Federal Agenda current and enables the City to take advantage of new opportunities and to better manage any new challenges that arise.

Prepare Briefing Materials

TFG works with the City to draft the briefing materials needed to express and accomplish your Federal Agenda. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's efforts on behalf of clients. We expect to design and produce informational and promotional materials in coordination with the City to suit the occasion. Such material can enhance the presentation of testimony, letters in support or in opposition to legislation, responses to proposed policies or changes in regulation, or serve as an informative leave-behind during meetings.

Schedule Washington Meetings

TFG practices a cooperative team approach in which the City is an integral part of the education and advocacy process in Washington. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audiences, and messages for you in Washington. As the coronavirus situation develops it will become clearer when in-person advocacy trips are advisable. Under normal circumstances, TFG strongly encourages clients to travel to Washington at least once annually for two to three days of meetings. TFG will advise Roseville regarding travel to DC for in-

person meetings. In the interim, TFG will coordinate communications with Members of the California congressional delegation, other targeted Members, congressional committee staff and leadership, and key federal agencies.

We have successfully hosted "virtual Hill days," providing our clients the opportunity to engage directly with officials and staffers who are working remotely due to temporary office closures. We personally guide you through these communications – either via remote means temporarily or when in Washington, assist with related logistics, and provide all the necessary follow-up. Because we maintain a California office, TFG is available to coordinate and personally attend on-site visits from congressional Members and agency officials as well as meetings with officials and staff in field offices.

Effective Bipartisan Advocacy

TFG strongly believes in a bipartisan approach to federal advocacy. It has enabled our firm and our clients to transition smoothly in working with whichever party holds the majority and leadership posts and to be able to work cooperatively with a state's congressional delegation. Personnel may change, but whoever is the committee chair or staff director will want to be able to consider and judge an issue based on clearly presented facts. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to winning support for your position and ultimately achieving positive results. TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness.

Legislative Services

TFG will guide City priorities through the markup of legislation in relevant committees, continue tracking your specific initiatives and issues of interest as legislation progresses, and stay with priorities all the way through final passage and implementation. We alert you throughout the year regarding when and how to press for your priorities at critical times. In Washington, timing often marks the difference between achievable results and the missed opportunity. This process is particularly important in efforts to try to have your priorities reflected in an upcoming federal budget or to avoid cuts to critical federal agency budgets.

Enhance Relationships

Our team has strong relationships with Members of Congress; key congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. We also have existing relationships with stakeholder groups, trade associations, and issue-oriented coalitions. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance City relationships. In addition, by maintaining regular contact with the City's congressional delegation, we are able to keep them abreast of your priorities and your developing positions on new issues that arise during the legislative year. Just as we assist the City with your agenda, TFG assists elected federal officials and their staff in identifying and undertaking activities to achieve the City's goals and objectives, being sure to reserve credit for the elected officials where it is due.

Client Communications

TFG believes constant communication is essential to a successful business relationship with our clients. Mike Miller will make certain the advocacy team understands City priorities and TFG deliverables. We provide a monthly status report on all your priorities, as well as recommend new initiatives. Based upon your needs, our reporting also includes regularly scheduled conference calls, written status reports, special action alerts, free access to TFG subject matter webinars, and timely information on relevant grants, legislation and regulations, as well as congressional committee meetings, hearings, and conferences.

The City will receive the weekly TFG Legislative Update providing a list of anticipated actions on Capitol Hill distributed on Mondays, as well as a special weekly update provided by the TFG Water and Natural Resources Team. In addition, the City will also receive the weekly Transportation Notes newsletter and TFG Grants Update, along with a Quarterly Grants Report that announces upcoming grant availability. TFG will continue publishing our widely-read weekly Coronavirus Update for the foreseeable future. Examples of these communications are included in the Appendix.

Grant Support and Advocacy

Our grants team will support Roseville to ensure all relevant competitive grant opportunities are explored. In most cases, grants services are included in our professional services contracts. However, occasionally our clients ask us to take over the grant application entirely, including writing the application narrative "from scratch" and developing the highly complex and required benefits/cost analysis. In cases when our clients need us to take over the grant application process entirely, we work with our client to develop a separate fee arrangement for services outside our standard contract; the separate fee is generally deeply discounted from fees for non-client grant application drafting and submittal. In most cases, the best value-add for our clients are the services outlined in the following four paragraphs.

Opportunities Analysis. We provide a comprehensive approach to developing project priorities and identifying the best funding opportunities for those projects. The deliverable for this service is a full report of funding options and a recommended action plan that will improve award rates.

Project Evaluation. The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

Strategic Advice. Once a grant opportunity is identified and the City decides to move forward, we guide you in positioning the application for success. Central to success is knowledge of the priorities of the grant making agency.

Inside Track. We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while enhancing your relationships with key agency officials and staff so you gain valuable insight into agency priorities.

EXHIBIT "B"

Cost Proposal

Monthly Retainer

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients while giving your lobbying team the freedom to concentrate on substantive work and achieving measurable results. As a retainer client, the City will always have at its disposal TFG's diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

Given our current work on behalf of the City and our understanding of the work described in the RFP, we propose continuing our current retainer levels for the City. The City's monthly retainer will remain at $7,300 per month. Reimbursable expenses, including (in-town and out-of-town) and related accommodations, document production, telephone, subscriptions, and shipping, handling, and postage, will not exceed $3,000 annually for the City.

The retainer proposals are based on the following discounted hourly rates for each level of our personnel. As a retainer client, the City will not be charged an hourly rate under the proposed retainer contract.

Partners	$425
Principles	$360
Senior Associates	$240
Associates	$170
Research Assistants	$115

We anticipate the work for the City to be divided between team members as outlined below:

Mike Miller	50%
Roger Gwinn	15%
Zach Israel	20%
Heidi Schott	15%

Grants Writing Services

In addition to the grant consulting services covered by our retainer, some of our clients ask us to write full grant applications. Should Roseville choose, TFG is happy to discuss whether the time and intensity of a specific grant effort is likely to exceed the bounds of our retainer agreement for grants consultation and advocacy services. Services likely to trigger the discussion include but are not limited to drafting full grant narratives, preparing project budgets, and benefit cost analysis (BCA). The table below depicts TFG's grants fee structure when contracting for fully drafting an individual grant application.

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Retainer Discount Cost
Level 1	Small, well defined request	6-10	$5,000	$4,250
Level 2	Small, full grant application	11-15	$9,500	$8,075
Level 3	Medium, full grant application	16-20	$14,500	$12,375
Level 4	Large state or national foundation or medium federal grant	21-25	$18,000	$15,300
Level 5	Large federal grant application	26-30	$21,000	$17,850

COUNCIL COMMUNICATION

CC #: 1565
File #: 0203-04

Title: Civic Center Carpet Replacement Project - Notice of Completion
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Recommend Council accept the Civic Center Carpet Replacement project as complete, and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion on behalf of the City.

BACKGROUND

The carpet throughout the Civic Center was in need of replacement and was at the end of its life cycle. This agreement was a “piggyback” onto a Sourcewell approved contract, #080819-SII. Carpet was replaced in the following areas:

- Human Resources Department Office
- City Manager's Office
- City Attorney's Office
- A portion of the Finance Department Office
- Interior hallways

FISCAL IMPACT

The total cost of the project was $233,101. The project was funded out of the approved FY2020-21 Civic Center Carpet Replacement budget.

ENVIRONMENTAL REVIEW

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

to CEQA. No additional environmental review is required.

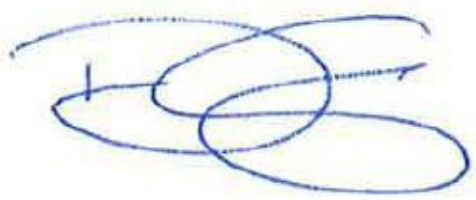
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Tisha Chinn, Administrative Technician

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-290

Notice of Completion

RESOLUTION NO. 21-290

ACCEPTING THE PUBLIC WORK KNOWN AS THE CIVIC CENTER CARPET REPLACEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City 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 Civic Center Carpet Replacement Project, has been approved and the public work accepted.

2. The Public Works Director 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.

_____

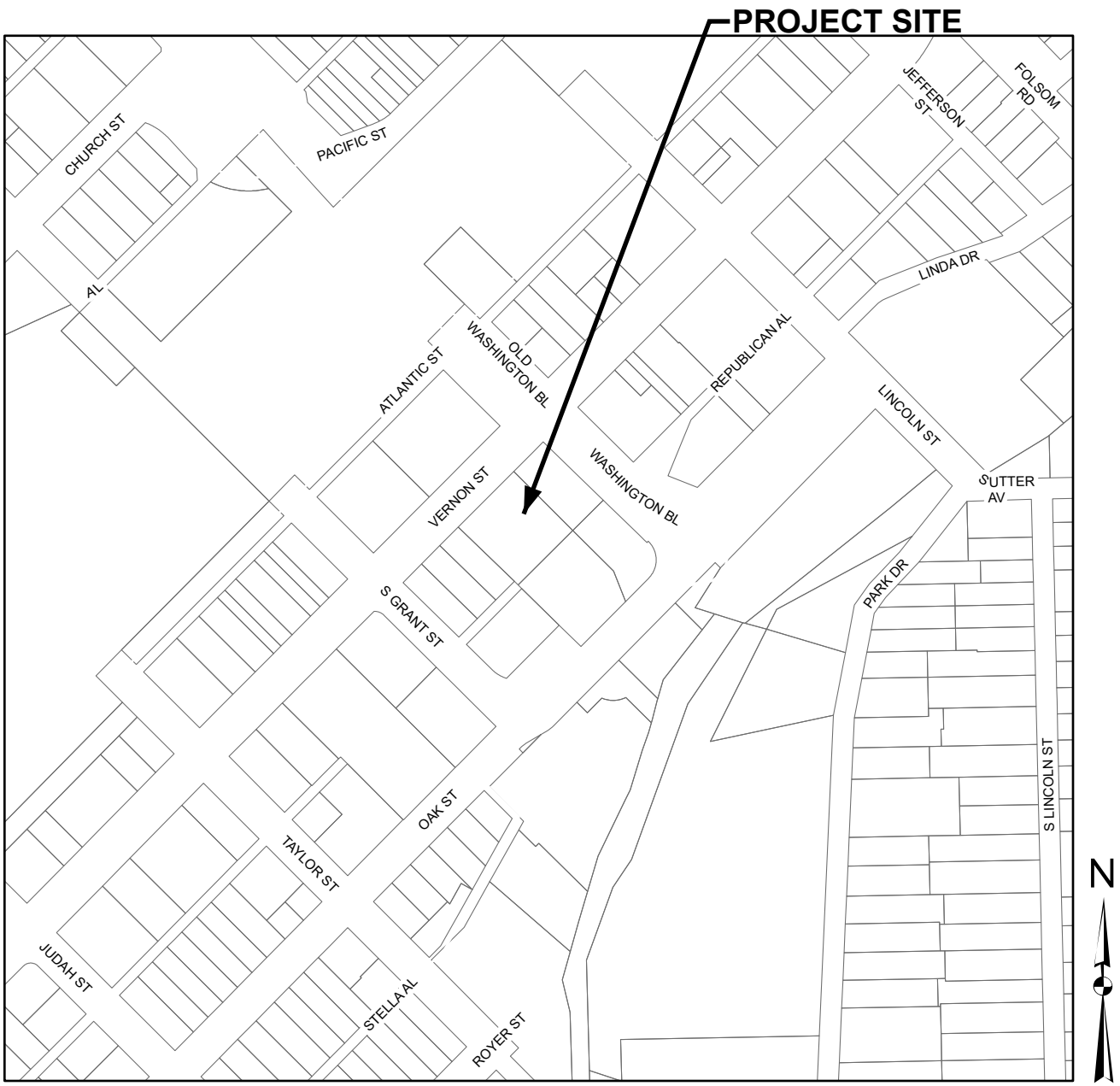
Place Notary Seal and/or Stamp Above

Signature of Notary Public

CITY OF ROSEVILLE CALIFORNIA

Exhibit A

ROSEVILLE CIVIC CENTER
311 Vernon Street, Roseville 95678



COUNCIL COMMUNICATION

CC #: 1566
File #: 0900-05

Title:	Fire Station 6 Exterior Damage Repair Project - Notice of Completion
Contact:	Dawn Howard 916-774-5744 dhoward@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Recommend Council accept the Fire Station 6 Exterior Damage Repair project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion on behalf of the City.

BACKGROUND

On November 21, 2020, Fire Station 6, located at 1430 East Roseville Parkway, was struck by a vehicle traveling at a high rate of speed from Secret Ravine Parkway and sustained serious and critical structural damage. Repairs were needed to protect the building's structural and internal integrity. Additionally, five steel bollards were added as a preventative safety measure. The project has been completed and is ready to be accepted.

FISCAL IMPACT

The total cost of the project was $76,765. This project was paid for out of the approved FY2020-21 Fire Station Facilities budget.

ENVIRONMENTAL REVIEW

The proposed project involves maintenance, repair or minor tenant improvements to existing City facilities. These activities are categorically exempt from the California Environmental Quality Act (CEQA) as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

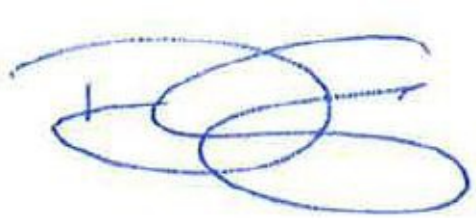
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Dawn Howard, Office Assistant

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-292

Fire Station 6 Exterior Damage Repair-Notice of Completion

RESOLUTION NO. 21-292

ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION 6 EXTERIOR DAMAGE REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City 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 Fire Station 6 Exterior Damage Repair Project, has been approved and the public work accepted.

2. The Public Works Director 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

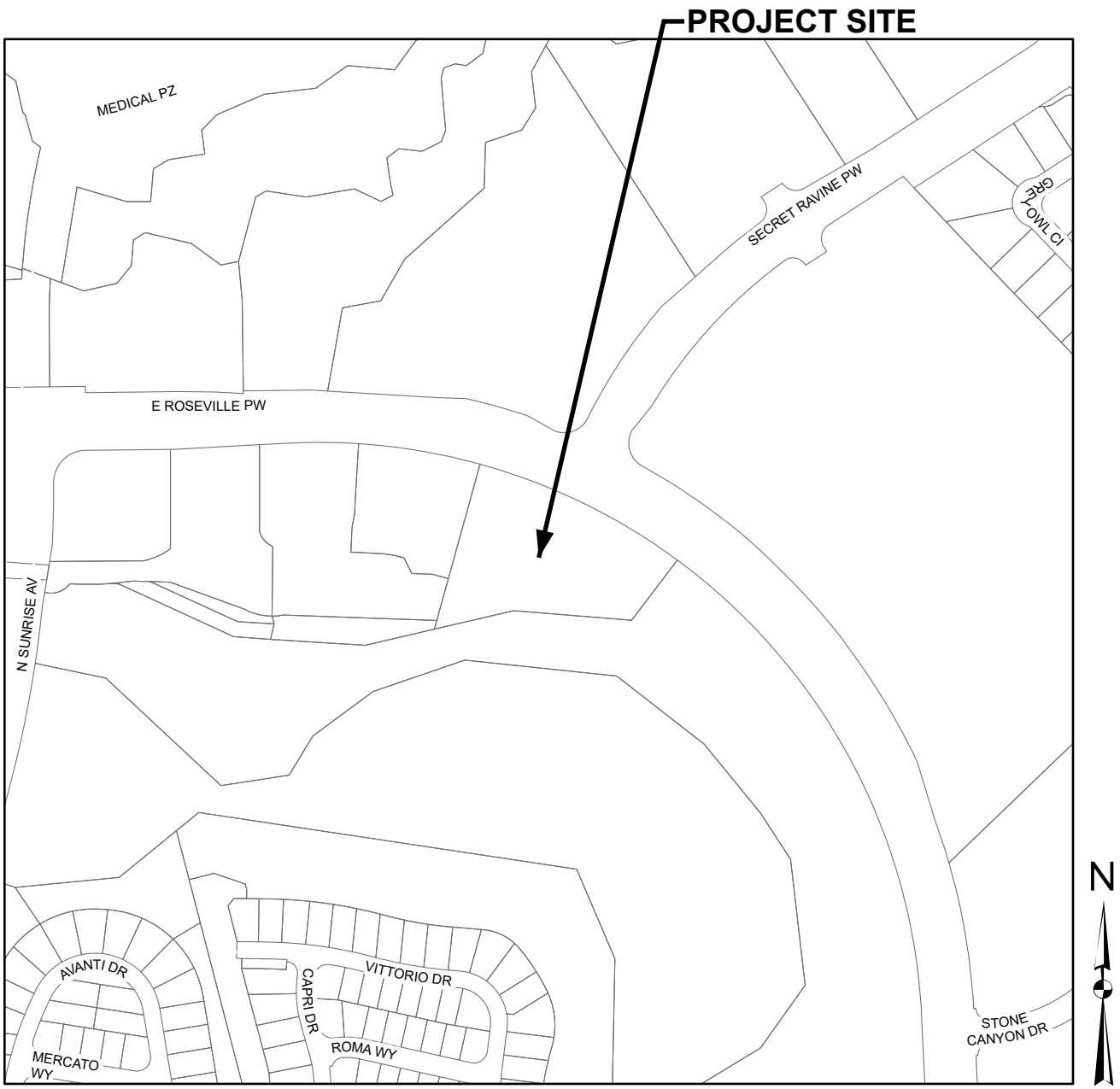
Signature of Notary Public

CITY OF ROSEVILLE CALIFORNIA

Exhibit A

Fire Station 6

1430 East Roseville Parkway, Roseville 95661



COUNCIL COMMUNICATION

CC #: 1579
File #: 0709-03-01

Title:	Sierra Vista Specific Plan Parcel DF-20 - Affordable Purchase Housing Agreement
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution approving an Affordable Purchase Housing Agreement (APHA) with DF Properties, Inc. for Sierra Vista Specific Plan Parcel DF-20 and authorize the City Manager to execute the agreement and any related documents on behalf of the City of Roseville.

BACKGROUND

The City of Roseville's General Plan Housing Element requires a 10% affordable housing obligation for residential development and recommends that developers provide a distribution of the required affordable housing as follows: 40% very low; 40% low and 20% middle income. Since the 1980's, the City's Housing Division has implemented the General Plan's recommended distribution for compliance with the 10% affordable housing obligation. The proposed Affordable Purchase Housing Agreement (APHA) will assist the City in meeting its affordable housing policy goals and Regional Housing Needs Allocation (RHNA).

On November 11, 2020, the Planning Commission approved the DF Properties – Sierra Vista Specific Plan Parcel DF-20 tentative subdivision map. A condition of approval of the map requires the developer, DF Properties, to enter into an APHA with the City to implement the affordable housing obligations. Based on the 10% affordable housing policy, it is determined that the developer has an obligation to provide 4 affordable purchase units and 18 affordable rental units. The developer will build 4 of the subdivision's 103 homes as affordable to middle income households and the affordable rental units will be moved from DF-20 to Infill parcels, owned by the developer, as outlined in the agreement.

The proposed APHA establishes the methods and terms of which the affordable housing is sold to income-qualified affordable buyers, see Attachment 1. The subsidies to buyers are captured as a silent second loan on title that gets repaid to the City's affordable housing funds upon resale or thirty (30) years, whichever comes first. The subsidies for the program are funded by the developer and do not impact the General Fund. The repayment is then used to assist new

income-qualified buyers to purchase and/or can assist in other affordable housing development.

FISCAL IMPACT

The subsidies for implementing the SVSP DF-20 APHA are funded by the developer and do not impact the General Fund. The subsidies to buyers are captured as a silent second loan on title that is repaid to the City's affordable housing funds upon resale or thirty (30) years, whichever comes first. The repayment is then reinvested into the community to assist new income-qualified buyers to purchase and/or can assist in other affordable housing development.

ENVIRONMENTAL REVIEW

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

Approval of an Affordable Purchase Housing Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

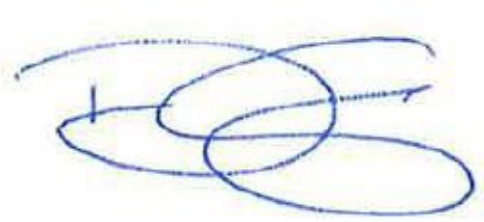
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-301

Affordable Purchase Housing Agreement SVSP DF-20

RESOLUTION NO. 21-301

APPROVING AN AFFORDABLE PURCHASE HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DF PROPERTIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Affordable Purchase Housing Agreement regarding the Sierra Vista Specific Plan Parcel DF-20, by and between the City of Roseville and DF Properties, 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 and all related documents 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, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

AFFORDABLE PURCHASE HOUSING AGREEMENT

Project Name: DF Properties, Inc. – DF-20 (APN: 498-010-017-000)

This Affordable Purchase Housing Agreement ("the APHA" or "Agreement") is made and entered into this _____ day of _____, 2021, between the City of Roseville, a municipal corporation ("CITY"), and DF Properties, Inc., a California corporation ("DEVELOPER"), and

W I T N E S S E T H:

WHEREAS, on June 13, 2013, CITY approved the updated Housing Element of the General Plan which applies a ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density; and

WHEREAS, on May 5, 2010 CITY approved the Sierra Vista Specific Plan ("the SVSP") and on May 19, 2010 CITY approved that certain development agreement for that portion of the SVSP area which contains the property that is the subject of this APHA, which Development Agreement is recorded as Instrument 2010-0045939 ("the Development Agreement"); and

WHEREAS, on November 2, 2020 CITY approved the DF-20 tentative subdivision map (Subdivision Map no. PL20-0098; "the Subdivision"), tentatively dividing that portion of the SVSP area which contains the property that is the subject of this APHA into 103 lots each of which is intended to be improved by the construction of a single-family dwelling unit; and

WHEREAS, the DEVELOPER is receiving the benefit of land entitlements either through the Specific Plan and Development Agreement process or by amendment of the zoning of the property to change residential density; and

WHEREAS, the conditions of approval of the Subdivision require DEVELOPER to enter into affordable housing agreements to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of DEVELOPER; and

WHEREAS, CITY and DEVELOPER have agreed that DEVELOPER's obligation to designate 18 affordable rental housing units in the Subdivision will be transferred to other properties that DEVELOPER owns in the Infill Area; and

WHEREAS, DEVELOPER and CITY enter into this APHA in order to implement DEVELOPER's affordable housing obligations; and

WHEREAS, the Affordable Units will be governed by the "Special Development and Use Standards" ("the Standards"), which are attached to this APHA, marked as Exhibit "B," and are incorporated herein by this reference.

NOW, THEREFORE, the parties agree as follows:

1. Subject Property. The real property which is the subject of this APHA (the "Subject Property") is described in Exhibit "A," which is attached to this APHA and incorporated herein by reference. The Subject Property consists of all real property within the Subdivision.

2. Ownership. DEVELOPER represents that it has a legal interest in the Subject Property and that all other persons holding legal or equitable interests, if any, in the Subject Property have signed an "acknowledgment and consent certificate," in a form approved by the City Attorney of CITY, acknowledging and consenting to the terms of this Agreement. All persons holding any legal or equitable interest in the Subject Property shall be bound by this Agreement.

3. Covenants Run with the Land. This APHA shall run with the land. The burdens of this APHA bind, and the benefits of the APHA inure to, the successors in interest of the parties. This APHA shall be recorded in the Office of the Placer County Recorder.

DEVELOPER's obligations under this APHA shall terminate with respect to each of the Affordable Units upon sale of each such Affordable Unit as a completed home, if such sale is in conformance with the requirements of this APHA; provided that the City agrees to execute and record in the Office of the Placer County Recorder (at DEVELOPER's cost) concurrently with each market unit sale a Notice of Termination. Responsibility for compliance with this APHA to each Affordable Unit shall thereafter be the burden of the then owner of such Affordable Unit.

DEVELOPER shall remain responsible for compliance with this APHA as to all other Affordable Units.

Those units which have not been designated as Affordable Units ("the Market Rate Units") shall be released from this APHA upon compliance by DEVELOPER with the terms and conditions of the Standards governing release. CITY's City Manager, or designee, ("the City Manager"), will execute and acknowledge a satisfaction and release of this APHA for each such Market Rate Unit within the Subject Property.

4. Standards. The parties agree that the Standards shall apply to the Subject Property. To the extent not specified in the Standards, or in this APHA, development of the Subject Property shall be governed by this Agreement and the provisions of the Roseville Municipal Code as they now exist or may hereafter be modified.

5. Due Diligence. DEVELOPER agrees to proceed in good faith and in a reasonable and diligent manner to implement the provisions of this APHA.

6. Changes to Regulations of No Effect. Except as provided in paragraph 4, CITY agrees that, unless this APHA is amended or canceled pursuant to the provisions of paragraphs 8, 9 or 15 below, this APHA shall be enforceable by the CITY and DEVELOPER or their respective successors in interest despite any change in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or building regulations adopted by CITY, which change alters or amends the Standards.

7. Monitoring\Breach\Cure. DEVELOPER's compliance with the provisions of this APHA shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this APHA. If, as a result of such review, CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Agreement, CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) days after receipt of any such notice in which to cure, to the reasonable satisfaction of CITY, any inconsistencies or conditions of default. In the event CITY fails to give DEVELOPER notice of a failure to comply at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Agreement during that year.

8. CITY Remedies for Breach. If DEVELOPER is unwilling or unable to cure any such conditions of default within sixty (60) days after its receipt of notice pursuant to paragraph 7, CITY may, in addition to any other remedy provided by law or equity, modify or terminate this APHA, withhold further building permits, seek liquidated damages in accordance with this APHA, or take any action available to it under this Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that any default by DEVELOPER under this APHA shall, at the option of the CITY, constitute a default under this Agreement as to all other property within the Subdivision that is then subject to the APHA.

In addition, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that CITY shall have the right to withhold issuance of all building permits within the Subdivision until such breach is cured.

9. Amendments. Except as otherwise provided herein, this APHA may be amended only by mutual written consent of the parties or their successors in interest. Such amendment shall be recorded in the Office of the Placer County Recorder.

10. Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities, or enactment of conflicting state or federal laws or regulations.

11. No Waiver. CITY does not waive any claim or defect in performance by DEVELOPER if upon review it does not propose to modify or terminate the APHA or otherwise seek enforcement of its provisions.

12. Notices. All notices required by this APHA shall be in writing and delivered in person or sent by U.S. mail, first class postage prepaid, to the following addresses:

CITY	DEVELOPER
Housing Manager	DF Properties, Inc.
City of Roseville	Attn: Jeff Ronten
316 Vernon Street #150	2013 Opportunity Drive, Suite #140
Roseville, CA 95678	Roseville, CA 95678

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

13. Indemnification. DEVELOPER shall defend, indemnify and hold harmless CITY, its officers, agents, employees and volunteers, from liability or claims for damage of any nature, including but not limited to personal injury to any person, bodily injury to any person, including death, or property damage, which may arise from or be connected with the direct or indirect operations, inaction, or actions of DEVELOPER or its contractors, subcontractors, agents or employees arising out of or connected with this APHA, except those matters arising from the sole active negligence of CITY. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this APHA, except that it shall not extend to claims regarding the validity or invalidity of any adopted City policy.

14. Attorney Fees. If legal action is brought by either party against the other for breach of this Agreement or to compel performance of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

15. Term. The term of this APHA shall begin immediately upon its execution by the parties and shall end fifteen (15) years after the close of escrow on the last Affordable Unit sold to a Qualified Purchaser and/or after the release by CITY of such affordable obligation pursuant to Section 3.c of the Standards. Notwithstanding the foregoing, this APHA may be terminated or modified pursuant to the provisions of paragraphs 8 and 9 above.

16. Notice upon Transfer. DEVELOPER shall notify the CITY in writing thirty (30) days prior to any transfer of all or substantially all of its interest in the Subject Property. Said notice shall include the legal name of the new party(ies) and their current mailing address.

17. Transfer of Affordable Rental Units. CITY and DEVELOPER will enter into an Affordable Rental Housing Agreement for each of following properties to memorialize DEVELOPER's affordable rental obligations. The mix of affordable rental housing units transferred from the Subject Property to DEVELOPER's properties in the Infill Area will be as follows:

113 Atkinson Street #A & B – 2 very low-income units

115 Atkinson Street – 1 low-income unit

1124 Circuit Drive #A & B – 2 low-income units

205 Hickory Street #A, B & C – 3 low-income units

207 Hickory Street #A, B & C – 3 low-income units

145 Duranta Street – 7 very low-income units

18. Liquidated Damages. The parties agree that, were DEVELOPER to fail to comply with the terms of this APHA subject to all applicable notice and cure periods and Force Majeure delay, the damage to CITY would be large but immeasurable. The parties estimate such damages at, and therefore agree to set the amount of liquidated damages for breach of this APHA by DEVELOPER at, the sum of one thousand dollars ($1,000) per day during a default by DEVELOPER under this Agreement following the expiration of the cure period described in paragraph 7 hereof (which cure period shall be extended for periods of Force Majeure delay).

19. Developer Payment. In order to partially offset the cost of the annual review to be performed, DEVELOPER agrees to pay to CITY the sum of six hundred dollars ($600) when each affordable unit is sold. The payment shall be paid upon close of escrow.

20. Integration. 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.

21. Consent of Lien Holders. The acknowledgment and consent of those (besides Developer) holding a legal interest in all or any part of the Subject Property is attached hereto as Exhibit "F."

22. Severability. The parties agree that the provisions of this Agreement are severable. If any provision is deemed invalid by a court of competent jurisdiction, the balance of this Agreement shall be considered to remain intact and be enforceable on its terms consistent with the findings and purposes set forth herein.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Agreement in duplicate by its Acting City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City of Roseville on the ____ day of _____, 2021, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Economic Development Director

DF PROPERTIES, INC.

BY: _____
KENNETH DENIO
President

and

BY: _____
JEFF RONTEN
Executive VP/CFO

(notarization required)

This Agreement contains 6 exhibits:

A. Description of the Subject Property
B. Special Development and Use Standards
C. Part 1: Certification of Qualified Purchaser Eligibility
   Part 2: Income Verification
   Part 3: Checklist for Affordable Purchase Program
D. Deed of Trust and Assignment of Rents
D-1. Promissory Note
E. Acknowledgment and Consent

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On June 14th 2021 before me, Adrian Manuel David Acosta,
(here insert name and title of the officer)

personally appeared Kenneth Denio

,

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.

NRO1 ADRIAN MANUEL DAVID ACOSTA COMM. #2240448 Notary Public - California Placer County My Comm. Expires Apr. 29, 2022 NRO1

Signature Adrian Manuel David Acosta - Notary public (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On June 14th 2021 before me, Adrian Manuel David Acosta,
(here insert name and title of the officer)

personally appeared Jeff Ronten

,

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.

NRO1 ADRIAN MANUEL DAVID ACOSTA COMM. #2240448 Notary Public - California Placer County My Comm. Expires Apr. 29, 2022 NRO1

Signature Adrian Manuel David Acosta - Notary public (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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EXHIBIT “A”
Legal Description

Lot 1 as shown and so designated on that certain Final Map titled “Final Map of Sierra Vista DF Properties, Inc. Large Lot Subdivision, Subdivision No. PL15-0192” filed for record on October 29, 2020 in Book FF of Maps, at Page 21, Placer County Records.

EXHIBIT "B"

SPECIAL DEVELOPMENT AND USE STANDARDS

CITY and DEVELOPER agree that the following special development and use standards shall apply to the Subject Property.

1. The Reservation of Affordable Units. DEVELOPER agrees to reserve four (4) single-family dwelling units (the "Affordable Units") for inclusion within the CITY's Affordable Purchase Housing Program. The Affordable Units shall be located on specific lots, to be determined at a later date, in the Subdivision. DEVELOPER agrees to offer the Affordable Units for sale at an Affordable Price.

2. Definitions.

The following terms shall be defined for purposes of this APHA as set forth in this section:

a. "Affordable Purchase Price" - The sales price to be paid by a Qualified Purchaser for an Affordable Unit as determined in accordance with the provisions of Section 3.b below.

b. "Affordable Unit" - A single-family dwelling unit of at least three bedrooms and one bath, affordable at the time of sale to a or Middle Income Household.

c. "CITY MANAGER" – The City Manager for the City of Roseville and his or her designee.

d. "Immediate Family Member" - Parent, Stepparent, Child, Stepchild, or Spouse.

e. "Initial Subsidy" - The difference between the Affordable Purchase Price and the Market Value at the time of the original purchase under this Agreement.

f. "Market Value" - The fair market value of a unit determined by an independent appraiser approved by the CITY MANAGER.

g. (i) "Middle Income Household" - A family household, approved by the CITY MANAGER, consisting of one (1) or more persons earning no more than 100% of the median household income for a family of four, as defined in accordance with the most recent information issued by the United States Department of Housing and Urban Development (HUD) for the Sacramento—Arden- Arcade—Roseville Metropolitan Statistical Area ("Sacramento MSA"). CITY will use the income limit for a household of four (4) for a one-two (1-2) person household and income limit for a household of six (6) for a three (3) or more person household.

Provided, however, applications of persons or families who submit down payments exceeding twenty percent (20%), possess cash assets in excess of one hundred thousand dollars ($100,000), receive a gift in excess of ten thousand dollars ($10,000) toward a down payment, and/or qualify with a co-mortgagor will be reviewed on a case by case basis, and the City may refuse to qualify such

applicants if, in the opinion of the CITY MANAGER, the applicant(s) have sufficient cash assets or other financial support that enables them to purchase new units within the City without relying on this program.

h. "Non-Qualified Purchaser" - Any person or entity other than a Qualified Purchaser.

i. "Qualified Purchaser" – A Middle Income Household that meets the eligibility criteria required to qualify to purchase an Affordable Unit. Qualified Purchasers are subject to the approval of the CITY MANAGER.

j. "Resale Price" - The sales price for an Affordable Unit paid to an Affordable Purchaser upon resale of the Affordable Unit by an Affordable Purchaser.

3. DEVELOPER's Affordable Housing Obligations. The following provisions apply to the sale of Affordable Units:

a. The Offer of Affordable Units. DEVELOPER shall offer 4 Affordable Units. The Affordable Units shall be similar in size, quality, fixtures, amenities and architecture to Market Rate Units within the subdivision in which they are located. The Affordable Units may have two-car garages and are not required to include fireplaces.

b. Establishing the Affordable Purchase Price. The Affordable Purchase Price for each Affordable Unit will be established at the time such Affordable Unit is offered for sale to prospective Qualified Purchasers. The Middle Income Affordable Purchase Price shall not exceed, for a three-bedroom unit (4 units), the price at which a four person household earning no more than 95% of the median income can qualify (such income level to be determined in accordance with the definition of "Middle Income Household" above), living in the Sacramento MSA, under the financing program offered by DEVELOPER's preferred lender or similar lending institutions. DEVELOPER acknowledges that this amount will vary with time and will be established by the CITY MANAGER in accordance with paragraph 5.

The CITY MANAGER shall review the DEVELOPER's calculation of the proposed Affordable Purchase Price and shall require an appropriate adjustment in the Affordable Purchase Price if the financing program offered by DEVELOPER's preferred lender or similar lending institutions will not, in the CITY MANAGER's discretion, qualify a Middle Income Household for purchase of the Affordable Unit. The financing program offered by DEVELOPER's preferred lender or similar lending institutions shall not require a down payment of greater than three percent (3%) of the Affordable Purchase Price and must offer a fixed rate loan of thirty (30) years or more.

c. Intentionally deleted.

d. Marketing Affordable Units. Once an Affordable Purchase Price has been established, DEVELOPER agrees to use its best efforts to sell the Affordable Unit in accordance with this APHA. Such best efforts shall include, without limitation, (i) special advertising approved by the CITY MANAGER including, but not limited to, advertisements in local newspapers, direct mailers, and e-mails, prior to the release of the Affordable Unit for sale indicating the

availability of the Affordable Unit to Middle Income Households, (ii) maintenance of a waiting list of Middle Income Households seeking housing opportunities in the area, (iii) notification of such Middle Income Households (and any other such applicant households identified by the CITY MANAGER) prior to the release of the Affordable Unit, and the pre-release, by at least one week, of the Affordable Unit to such notified households. In addition, for any Affordable Unit for which a contract of sale has not been entered into with a Middle Income Household after the above efforts, DEVELOPER shall not enter into a contract of sale of the available Affordable Unit, except with a Qualified Purchaser, for ninety (90) days after release of each Affordable Unit to the general public.

e. Approval of Prospective Qualified Purchasers. DEVELOPER agrees that prior to sale of an Affordable Unit, each prospective Qualified Purchaser shall be required to complete a form substantially similar to the form attached hereto as Exhibit "C." No Affordable Unit shall be sold by DEVELOPER to a prospective purchaser whose household income level, as disclosed on the form or other documents submitted by the prospective purchaser, exceeds the target household income level (either low or middle) for a family of four in the Sacramento MSA, as annually adjusted. DEVELOPER shall maintain copies of all such forms until the termination of this APHA. The originals of such form shall be delivered to the CITY MANAGER who shall determine whether or not such prospective purchasers qualify as Qualified Purchasers.

f. Sale to a Qualified Purchaser. Each Qualified Purchaser shall be required to purchase the Affordable Unit with cash, a mortgage secured by a first deed of trust on the Affordable Unit, loan(s) from other affordable purchase programs, or a combination of the these sources. If a mortgage is secured, DEVELOPER must ensure that the Qualified Purchaser receives a fixed rate loan of thirty (30) years or more. The Qualified Purchaser must make at least a one percent (1%) downpayment towards the Affordable Purchase Price, excluding closing costs.

g. Notice of Sale to a Qualified Purchaser. Any contract of sale for an Affordable Unit between DEVELOPER and a prospective Qualified Purchaser shall be contingent upon approval of the Qualified Purchaser by the CITY MANAGER. Upon execution of such a contract of sale for an Affordable Unit between DEVELOPER and a Qualified Purchaser and upon approval of the Qualified Purchaser by a lender, DEVELOPER shall, within three (3) working days, notify the CITY MANAGER of the pending escrow. DEVELOPER shall, at the time of notification, also provide information verifying the buyers' qualifications as a Qualified Purchaser, including a copy of a completed form substantially similar to the form attached as Exhibit "C."

h. Approval of Qualified Purchaser. The CITY MANAGER shall within ten (10) working days of receipt from DEVELOPER of a complete buyer qualification package, either approve the prospective purchaser as a Qualified Purchaser or provide DEVELOPER with a written explanation specifying the reasons the prospective purchaser does not qualify.

i. Appraisal Required. The Market Value of the Affordable Unit to be sold to a Qualified Purchaser shall be determined by an independent appraiser at least fifteen (15) days but not more than six (6) months prior to the contract for sale of an Affordable Unit to a Qualified Purchaser. The appraiser shall be approved by the CITY MANAGER. In lieu of an appraisal and at CITY's sole discretion, CITY may use recent comparable market rate sales within the Subdivision where the Affordable Unit is located to establish Market Value.

j. Note Required. In each sale to a Qualified Purchaser, CITY shall take back a note from the Qualified Purchaser, secured by a first or second deed of trust utilizing documents substantially similar to the documents attached as Exhibit "E," "E-1" and "E-2" in an amount equal to the Initial Subsidy together with the calculated interest as determined in accordance with Section 3.l.i. The provisions of the note and deed of trust shall include the substantial equivalent of the following:

1) No interest; no principal payments; due in thirty (30) years from date of execution.

2) During the first fifteen (15) years after sale of an Affordable Unit to a Qualified Purchaser, the full principal amount of the note shall be: due on sale to any Non-Qualified Purchaser; due on change of use from single-family residential to any other use or if the Affordable Unit is rented; due on any change in title, whether voluntary or involuntary, which adds any person to the title other than a spouse or any other Immediate Family Member provided such Immediate Family Member resided in the Affordable Unit at the time the Qualified Purchaser purchased the Affordable Unit; and due on any refinance of the Affordable Unit either not approved by the CITY MANAGER, or in an amount exceeding the Qualified Purchaser's equity at that time.

3) Reissued to a subsequent Qualified Purchaser approved by the CITY MANAGER if the sale is within fifteen (15) years.

4) Due on sale after fifteen (15) years from the date of original purchase under this Agreement.

5) The note shall include a provision requiring that notice be given to the CITY MANAGER upon the occasion of satisfaction of the note and/or reconveyance of the Affordable Unit pursuant to the terms of the deed of trust.

l. Type of Note. The Qualified Purchaser will execute a Promissory Note with the following provisions:

(i) Promissory Note (Exhibit E-1). Where the Note becomes due for any of the reasons set forth in Section 3.k.2 above, simple interest shall be computed based upon the unpaid balance of the principal amounts and at the annual rate of two percent (2%) for the first 15 years. Beginning at the first day of the sixteenth (16^{th}) year all accrued interest shall be forgiven and the Note shall be retired upon payment of the principal balance only.

If the Affordable Unit is sold to a Qualified Purchaser within fifteen (15) years of the original sale, CITY may reinvest any available affordable funds.

CITY's note shall be adjusted, upon reissuance of a new note to the new Qualified Purchaser pursuant to Section 3.k.3 above, to reflect the addition of the CITY's investment. If the Affordable Unit is sold to a Non-Qualified Purchaser within fifteen (15) years of the original sale or to any purchaser thereafter, the interest shall be distributed in accordance with the allocations set forth in this section.

m. Notice to City on Resale. During the first fifteen (15) years after the initial sale by DEVELOPER to a Qualified Purchaser, the Qualified Purchaser shall notify the CITY MANAGER in writing sixty (60) days prior to offering the Affordable Unit for resale in order to allow CITY time to identify, qualify and provide a subsequent Qualified Purchaser. The Qualified Purchaser shall disclose to the CITY MANAGER the proposed Sales Price. Such Sales Price must be consistent with Market Value at the time of sale as determined in an appraisal made at the Qualified Purchaser's expense by an independent appraiser, approved by the CITY MANAGER. Such notice shall be addressed to:

Housing Manager
City of Roseville
316 Vernon Street #150
Roseville, CA 95678

n. Mandatory Resale to City - Provided Qualified Purchaser. CITY shall have sixty (60) days from the date of receipt of notice pursuant to Section 3.m. to identify, qualify and provide a subsequent Qualified Purchaser.

The Qualified Purchaser shall offer to sell the Affordable Unit to the subsequent Affordable Purchaser, if one is provided by CITY.

o. Hazard Insurance. A Qualified Purchaser shall at all times maintain hazard/fire insurance equal to replacement cost of the Affordable Unit.

p. Initial Subsidy of Five Thousand Dollars ($5,000) or Less. If the difference between the Affordable Purchase Price and the Market Value at the time of original sale under this Agreement is five thousand dollars ($5,000) or less, the requirements of Section 3.j, 3.k, 3.l, 3.m, 3.n, 3.o and 3.p above shall not apply. Concurrently with the sale of an Affordable Unit to a Qualified Purchaser at an Affordable Purchase Price that is within five thousand dollars ($5,000) of the original Market Value, CITY and DEVELOPER shall record, at DEVELOPER's cost, a notice of termination, releasing the property under the contract of sale from the terms of this Agreement. For every Affordable Unit for which a notice of termination is recorded pursuant to this Section 3.r, CITY shall waive the monitoring fee set forth in Section 18 of the APHA.

4. City Inspection of Records of Sale. DEVELOPER agrees, upon reasonable notice, to make available to CITY for audit, inspection and copying its records of sale for the purpose of assuring compliance with this APHA, including without limitation, those forms maintained pursuant to Section 3.d.

5. Annual Adjustment of Median Income. Median income shall be adjusted annually by the CITY MANAGER to coincide with the changes in the middle household

income for a four (4) person household for the Sacramento MSA as published in the Federal Register or the most recent available circular distributed by the U.S. Department of Housing and Urban Development. The CITY MANAGER shall notify DEVELOPER in writing of each annual adjustment. If DEVELOPER does not agree with the annual adjustment, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY MANAGER, present to the CITY MANAGER additional information which it wishes the CITY MANAGER to consider. The CITY MANAGER will review this information and, within fifteen (15) calendar days, decide on and notify DEVELOPER of an annual income limit adjustment. The decision of the CITY MANAGER shall be final.

6. Changing the Location of an Affordable Unit. DEVELOPER has reserved the units identified in Section 1 as the locations for the Affordable Units. DEVELOPER may change the location of an Affordable Unit to another location within the Subdivision upon the written approval of the CITY MANAGER, provided, however, that Affordable Units shall not be clustered in one location. If an Affordable Unit is relocated to another location, DEVELOPER shall record a notice, in a form approved by the CITY MANAGER, both on the unit being released from this APHA and on the unit being newly encumbered by this APHA.

7. Right to Cure. In the event that title to an Affordable Unit is conveyed to a Non-Qualified Purchaser in breach of this Agreement, DEVELOPER or DEVELOPER's successor or assignee may cure the default by designating an additional, different unit within the Subject Property as an Affordable Unit. Such designation shall be subject to the written approval of the CITY MANAGER. DEVELOPER or DEVELOPER's successor or assignee shall record a notice, in a form approved by CITY MANAGER, on the unit being newly designated and encumbered as an Affordable Unit under this Agreement. CITY and DEVELOPER shall, at DEVELOPER's cost, record a notice of termination, releasing the unit that was conveyed to a Non-Qualified Purchaser in breach of this Agreement, from the terms of this Agreement.

8. Handbook Required. Prior to sale of any Affordable Unit, DEVELOPER shall give to the Qualified Purchaser a copy of this Agreement and a handbook, prepared by the CITY, explaining in general the terms and conditions of this Agreement. DEVELOPER shall also require the Qualified Purchaser to sign a statement acknowledging receipt of this Agreement and the handbook. The form of such handbook shall be approved by the CITY MANAGER.

9. Local Residents, Employees and Veterans. Consistent with all federal, state and local laws, DEVELOPER agrees to use its best efforts to sell the Affordable Units to persons who are employed in the City of Roseville, reside in the City of Roseville or who are honorably discharged veterans and agrees, in cooperation with CITY, to notify major employers in Roseville, in a timely fashion, of the type and availability of housing being constructed by DEVELOPER. If CITY determines at any time that the requirements of this paragraph conflict with applicable law, the CITY MANAGER shall notify DEVELOPER and this paragraph shall thereafter be deemed to be of no further force or effect.

10. Home Buyer Training. DEVELOPER shall ensure the approved affordable purchasers have attended 8 hours of homebuyer training. The training shall be performed by an accredited (either by the U.S. Department of Housing & Urban Development or other recognized entity) home buying counseling agency. A typical training would include 3 hours of home buying process, 2 hours of budgeting and credit workshop, and 3 hours of home maintenance/good neighbor training. The cost of such training shall not be borne by the affordable purchaser.

EXHIBIT "C" -- Part 1

CERTIFICATION OF QUALIFIED PURCHASER ELIGIBILITY

I/We have read and answered truthfully, fully, frankly and personally each of the following questions for all persons who are to purchase the unit being applied for in the above residential project. Listed below are the names of all persons who intend to reside in the unit:

1. Name of Members of the Household	2. Relationship to head of Household	3. Age	4. Social Security Number	5. Place of Employment

INCOME COMPUTATION

6. The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is $_____.

Included in the total anticipated income listed above are:

a. All wages and salaries, overtime pay, commissions, fees, bonuses, tips and other compensation for personal services, before payroll deductions.
b. Net income from operation of a business or profession.
c. Periodic amounts received from social security, retirement funds, and the like.
d. Income received in place of earnings (such as unemployment benefits).
e. Welfare assistance payments.
f. Periodic allowances like spousal or child support.
g. Military pay.

Excluded from such anticipated income are:

a. Casual, sporadic or irregular gifts.
b. Amounts which are specifically for or in reimbursement of medical expenses for any family member.

c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

d. Amounts of student financial assistance paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income.

e. Hazardous duty pay to a family member in the armed forces who is away from home and exposed to hostile fire.

f. Foster child or adult care payments.

g. The value of coupon allotments or Electronic Benefit Transfer ("EBT") cards for the purchase of food pursuant to the Food Stamp Act of 1977.

7. This certificate is made with the knowledge that it will be relied upon by the DEVELOPER to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

8. I/We will assist the DEVELOPER in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

9. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the DEVELOPER to purchase the unit and will entitle the DEVELOPER to cancel my/our contract for sale.

10. **I/We understand that the property we are buying is subject to an Affordable Purchase Housing Agreement between DEVELOPER and the City of Roseville, and that the Agreement contains provisions which may affect my/our title to the property, right to sell the property, and share of appreciation in the property.** As owners, I/we will be subject to the Agreement, and I/we agree to comply with it. I/We acknowledge receipt of a copy of the Agreement and of a handbook generally explaining its terms, if applicable (if a 2nd mortgage is provided by CITY to ensure affordability).

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20___ in the City of _____, California.

_____
Applicant

_____
Applicant

[All persons listed in number 2 above except children under the age of 18 years must sign this form]

FOR COMPLETION BY DEVELOPER OR AGENT:

1. Calculation of eligible income:
   a. Enter amount for entire household in 6 above: $_____
   b. (1) Deduct this amount which is excluded from such anticipated income according to paragraph 6. Reason for exclusion is _____ _____ $_____
   c. Total Eligible Income (line 1a less 1b) $_____

2. The amount entered in 1c:
   a. _____ Qualifies the applicant to the guidelines up to 100% of the (middle) median Sacramento Metro Area household income. (circle one)
   b. Was verified by use of:
      _____ Employer income verification.
      _____ Copies of tax returns.
      _____ Other.

3. Lot Number of Affordable Unit to be conveyed: _____
   Affordable Purchase Price: $_____
   Market Value: $_____
   2nd Note held by CITY: $_____

4. I witnessed the above applicant's signature, and have given him/her/them a copy of the Affordable Purchase Housing Agreement and a handbook explaining its terms**, if applicable** (if a 2nd mortgage is provided by CITY to ensure affordability).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, 20___ in the City of _____, California.

Date: _____ _____
Agent for DEVELOPER

EXHIBIT "C" -- Part 2

INCOME VERIFICATION
(for employed persons)

_____ (name of employee)
_____ (address)
_____

I, the undersigned employee, have applied to purchase an Affordable Unit located in a residential subdivision that provides special use standards for persons or families earning up to 100% of the median Sacramento household income. My income statement as a prospective Qualified Purchaser must be verified. Please indicate below my current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis. Thank you.

Name of Employer/Company _____
Annual Wages _____
Overtime _____
Bonuses _____
Commissions _____

I declare under penalty of perjury under the laws of the State of California that the above statements are true and complete to the best of my knowledge.

_____ _____ _____
Signature of Employer Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for the purchase of an Affordable Unit located in their subdivision.

_____ _____
Signature of Employee Date

Please send to:

_____ (name of DEVELOPER)
_____ (address)
_____

EXHIBIT "C"-- Part 3

Checklist for Affordable Purchase Program

Circle the income category for which the purchaser qualifies.

Family Size	Middle Income up to 95% of Median Income
1-2	$90,600
3+	$105,100

Step 1: Written 3rd party verification of all income and assets including:

_____ Employment verification (Lender VOE)
_____ Self Employment -
Tax Returns & Profit and Loss Statements
_____ Social Security and/or SSI benefits
_____ Unemployment
_____ Alimony
_____ Child Support
_____ VA or Military Benefits
_____ Retirement Funds
_____ Government Grants
_____ TANF (Welfare Benefits)
_____ Gift funds
_____ 2 months worth of Savings Account statements
_____ 2 months worth of Checking Account statements
_____ Trust Funds
_____ Stocks & Bonds (Cash Value)
_____ Life Insurance (Cash Value)
_____ Pensions and/or Annuities

Eligibility: □ Approved □ Denied Date determination sent to lender: _____

Step 2: All of the following must be submitted prior to final approval of an Affordable Purchase Loan

_____ Applicant Certification of Eligibility (City form)
_____ Copy of Drivers Licenses & Social Security Cards
_____ Loan Estimate
_____ Underwriting and Transmittal Summary
_____ Loan Application
_____ Preliminary Title Report
_____ Credit Report
_____ Purchase Agreement
_____ Appraisal
_____ Closing Disclosure

Final Loan Approval: □ Approved □ Denied Date determination sent to lender: _____

Purchaser's exceeding a 20% down payment, cash assets in excess of $100,000, receiving a gift, qualifying with a co-mortgagor and/or exceeding the income limit will be qualified on a case by case basis.

A complete package must be submitted at least ten (10) business days prior to close of escrow.

Date projected for close of escrow _____

Lender Name:_____Company: _____Phone: _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

City of Roseville – City Clerk
311 Vernon Street
Roseville, CA 95678

(EXEMPT FROM RECORDING FEES GOV'T CODE § 27383)

_____SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST Made this..... day of ....., 20....., between ….....
Herein called TRUSTOR whose address is..... **Roseville, CA** ..... and
.....herein called Trustee, and .....the City of Roseville ....., herein called BENEFICIARY.
Witnesseth: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that real property in the ... City of Roseville ... County of. PLACER....., State of California, described as:

Property Description-See Exhibit A

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of $..... any additional sums and interest thereon hereafter loaned by Beneficiary to the then record owner of said property which loans are evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, any lawful charge made by Beneficiary for a statement regarding the obligations secured hereby requested by or for Trustor, and the performance of each agreement herein contained. By the execution and delivery of this Deed of Trust and the note secured hereby, the provisions (1) to (15) inclusive, printed on pages 2 and 3 hereof, hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to him at his address given herein.

_____ _____
Signature Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On_____before me, (here insert name and title of the officer),
personally appeared _____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, any interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written

declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in

such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to inure to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) Trustee shall act as Trustee under Deeds of Trust given solely for the purpose of securing obligations for the repayment of money other than corporate bonds. (California Financial Code §1590.)

REQUEST FOR RECONVEYANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

.....California.....

(Date)

To THE TRUSTEE NAMED ON THE REVERSE HEREOF:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

.....

.....

The undersigned own all the obligations secured by said Deed of Trust:

_____ Beneficiary

_____ Beneficiary

_____ Beneficiary

_____ Beneficiary

EXHIBIT "D-1"

Promissory Note

CITY OF ROSEVILLE
DOWN PAYMENT ASSISTANCE PROGRAM
PROMISSORY NOTE SECURED BY DEED OF TRUST

Borrower:

Property Address:

Lender: **City of Roseville**

Principal Amount:

Date: _____

The "Borrower(s)", _____ for value received, promise to pay the **City of Roseville** ("HOLDER"), at 316 Vernon Street #150, Roseville, CA 95678 or any other place designated in writing submitted by Holder to Borrower, the principal sum of _____ **Dollars ($,000.00)** ("Principal Amount") plus interest on the unpaid principal balance according to the terms contained in this note.

Use of Funds: The loan is being made in order to assist Borrower in purchasing the property at the address above.

Term: This Note shall be for a term of thirty (30) years at which time all unpaid principal and interest remaining will be due and payable. Said maturity shall be on the same day of the year as the Date of this Note.

Interest: This Note shall bear interest on the unpaid principal balance from the Date (as stated above), and be computed as simple interest upon the unpaid balance of the principal amounts and at the annual rate of 2% for the first 15 years. Beginning at the first day of the sixteenth (16^{th}) year all accrued interest shall be forgiven and the Note shall be retired upon the payment of the principal balance only.

Payments: No installment payments of principal or interest are required during the first thirty years after the making of this Note at which time the Note shall become all due and payable in lawful money of the United States.

Acceleration: The principal and accrued interest stated in this Note shall become all due and payable upon any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the real property described in the Deed of Trust.

Obligations of Persons Under this Note: If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. The Note Holder may enforce its rights under this Note against each Borrower individually or against all Borrowers. This means that any Borrower may be required to pay the entire amount owed under this Note.

Resale of Unit: During the first fifteen (15) years after the initial sale, Borrower shall notify Holder in writing, no less than ten (10) business days, prior to listing the affordable unit for resale. The property shall be listed on MetroList, or other similar home sale website. Holder shall have sixty (60) days from the date of receipt of notice to identify, qualify and provide a subsequent qualified purchaser. Borrower shall offer to sell the affordable unit to the subsequent affordable purchaser, if one is provided by Holder.

Giving of Notice: Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by first class mail to Borrower at the property address above or at a different address if Borrower gives the Note Holder a notice of a different address.

Subordination: Any subordination request shall be submitted to the City of Roseville Housing Division for approval or rejection, which approval or rejection shall be made in the interests of the City and according to Housing Program purposes. This Note shall be subordinate to the original senior loan, any refinancing or early pay-off or release of the note secured by the senor deed of trust shall cause this Note to move into senior position.

Attorney's Fees: Borrower(s) agree to pay the following costs, expenses and attorney's fees paid or incurred by the Note Holder. If the Holder brings any action or proceeding in connection with the enforcement or collection of this Note, the Prevailing Party (as hereafter defined) in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

In addition to the foregoing award of attorneys' fees, the Note Holder shall be entitled to its attorney fees incurred in any post judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

OWNER OCCUPIED RESIDENCE. **Borrower understands that so long as an unpaid balance remains under this Note, Borrower must live in the property as Borrower's principal residence. If at any time during the term of this Note Borrower lives elsewhere, the Note Holder will have the right to require payment of all principal and accrued interest (see "Acceleration" above).**

_____	_____
Signature	**Signature**
_____	_____
Date	**Date**

EXHIBIT “E”

ACKNOWLEDGMENT AND CONSENT

The undersigned, having an interest in the Property located at _____ _____, Roseville, California, hereby acknowledges that he/she/it has read and understood the document entitled “Affordable Purchase Housing Agreement” for the _____ Project and that by execution of this Acknowledgment and Consent, consent is given to the terms and conditions of said Agreement.

_____ Date

_____
Print Name: _____
Title: _____
Company: _____

and

_____ Date

_____
Print Name: _____
Title: _____
Company: _____

COUNCIL COMMUNICATION

CC #: 1586
File #: 0709-02-01 & 0201-01

Title:	City Council and Housing Authority - Emergency Housing Voucher Program Approval and Budget Adjustments
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council, acting as the Roseville Housing Authority Board:
1. Adopt a Resolution to approve the new HUD Emergency Housing Voucher Program (EHV) to benefit homeless residents and adopt the proposed amendments to the Roseville Housing Authority Administrative Plan; and
2. Adopt a Resolution to approve a budget adjustment in the amount of $685,969; and

Staff recommends that City Council;
1. Adopt an Ordinance to approve a budget adjustment in the amount of $43,173 to increase the reimbursement from the Housing Authority to offset personnel costs related to the EHV program.

BACKGROUND

The Roseville Housing Authority (RHA) was formed in October 1974 and is responsible for administering the Housing Choice Voucher (HCV) Program, which provides rental assistance for low-income residents to access quality, affordable, and safe housing. RHA ensures housing stability and economic self-sufficiency for up to 785 families, seniors, disabled persons, and veterans annually. Rental assistance for income-qualified participants is paid directly to property owners who participate in the HCV Program. The Housing Authority receives funding from the Federal Department of Housing and Urban Development (HUD). Roseville's HCV program infuses over $6.5 million of federal funds into the local economy each year, including administration revenue which covers most of the staff costs to administer the program.

With the passage of the American Rescue Plan, Congress allocated $5 billion in funding for new Emergency Housing Vouchers (EHVs). HUD published a notice on May 5, 2021, that described HUD's process of allocating 70,000 EHVs to Public Housing Agencies. EHV vouchers are designed to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability.

On May 10, 2021, Roseville Housing Authority received notice of an award for 50 EHVs. Vouchers may be issued beginning July 1, 2021. As these vouchers were made available due to the current emergency, they are not a permanent addition to RHA's budget authority. Issued EHVs that subsequently become available (due to an unforeseen circumstance) can be re-issued until September 30, 2023.

EHVs have specific operating requirements, including specified uses for administrative fees and fees for other eligible expenses, the funding renewal process, family eligibility requirements, EHV waivers, and alternative requirements. One special rule includes requiring Housing Authorities to partner with the local Continuum of Care (CoC) to assist qualifying families through a direct referral process. Placer County's local CoC, The Homeless Resource Council of the Sierras, recommends accepting direct referrals from certain non-profit partners to ensure coordination of services for our most vulnerable households and availability of supportive services to voucher holders for ongoing support and success in housing. The CoC is recommending the following partner agencies as direct referral agencies:

- Advocates for Mentally Ill Housing
- Connecting Point
- Placer County Adult System of Care
- Salvation Army
- Stand Up Placer
- The Gathering Inn
- Turning Point
- Volunteers of America

EHVs were developed specifically for households that have had difficulty maintaining housing. The connection to current support services and housing search assistance will maximize housing success with the vouchers, local landlords, and the overall program. These new vouchers provide a great opportunity to connect more vulnerable households, identified through the local Homeless Prevention and Rapid Rehousing program, with a viable local housing resource. Supportive services and renter education will provide additional support to these households and further assurances for program success.

The following table illustrates the functions of the budget adjustments:

Emergency Housing Vouchers Program

Type	Purpose	Amount
50 Vouchers	for leasing elligible individuals and families	$467,796
Services Provider Fees	Paid to Continuum of Care providers	$175,000
Administrative Fees	to administer the program by assigned Housing Authority staff	$43,173
Increase to General Fund	to increase Salaries and Benefits for Housing Authority Staff	$43,173
Reimbursement to General Fund	to offset Salaries and Benefits in General Fund by Housing Authority	($43,173)
TOTAL		**$685,969**

FISCAL IMPACT

The new Emergency Housing Vouchers are federally funded through the US Department of Housing and Urban Development. Through this HUD-funded program, RHA will provide an important social service locally to ensure safe and affordable housing for the under-housed population. The new vouchers will not create any additional cost to 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 new Emergency Housing Vouchers meet the above criteria and are not subject to CEQA. No additional environmental review is required.

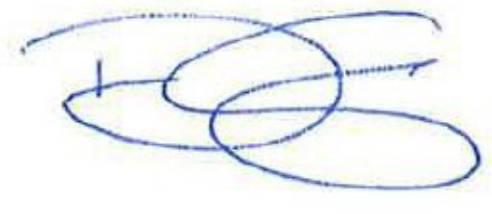
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 8-21

EHV Plan

Resolution 9-21

Ordinance 6378

Emergency Housing Vouchers BA 1001

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 8-21

APPROVING AN EMERGENCY HOUSING VOUCHER PROGRAM AND ADOPTING THE PROPOSED AMENDMENTS TO THE ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN

WHEREAS, with the passage of the American Rescue Plan, Congress allocated $5 billion in funding for new Emergency Housing Vouchers (EHVs); and

WHEREAS, the Federal Department of Housing and Urban Development (HUD) published a notice on May 5, 2021 which described HUD's process to allocate 70,000 EHVs to Public Housing Agencies; and

WHEREAS, on May 10, 2021, Roseville Housing Authority (RHA) received notice of an award for 50 EHVs; and

WHEREAS, as these vouchers were made available due to the current emergency, they are not a permanent addition to RHA's budget authority; and

WHEREAS, staff recommends approval of the Emergency Housing Voucher Program; and

WHEREAS, staff additionally recommends related amendments to the Roseville Housing Authority Administrative Plan that are required with the addition of this Emergency Housing Voucher Program; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Roseville that the Emergency Housing Voucher Program is hereby approved;

BE IT FURTHER RESOLVED, that the amendments to the Roseville Housing Authority Administrative Plan are hereby adopted.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this ____ day of_____, 2021, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

_____
CHAIRMAN

ATTEST:

_____
Secretary

EMERGENCY HOUSING VOUCHERS (EHVs) ADMINISTRATIVE PLAN

INTRODUCTION

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) (P.L. 117-2). Section 3202 of the ARP appropriated $5 billion for the creation, administration, and renewal of new incremental emergency housing vouchers (EHVs) and other eligible expenses related to COVID-19.

On May 5, 2021, HUD issued Notice PIH 2021-15, which described HUD's process for allocating approximately 70,000 EHVs to eligible PHAs and set forth the operating requirements for PHAs who administer them. Based on criteria outlined in the notice, HUD notified eligible PHAs of the number of EHVs allocated to their agency, and PHAs were able to accept or decline the invitation to participate in the program.

PHAs may not project-base EHVs; EHVs are exclusively tenant-based assistance.

All applicable nondiscrimination and equal opportunity requirements apply to the EHV program, including requirements that the PHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

This chapter describes HUD regulations and PHA policies for administering EHVs. The policies outlined in this chapter are organized into seven sections, as follows:

Part I: Funding

Part II: Partnering Agencies

Part III: Waiting List Management

Part IV: Family Eligibility

Part V: Housing Search and Leasing

Part VI: Use of Funds, Reporting, and Financial Records

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

PART I: FUNDING

TPS-I.A. FUNDING OVERVIEW

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the costs of administering emergency housing vouchers (EHVs) and other eligible expenses defined in Notice PIH 2021-15. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other PHA programs or vouchers. The PHA must maintain separate financial records from its regular HCV funding for all EHV funding.

Housing Assistance Payments (HAP) Funding

ARP funding obligated to the PHA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

The initial funding term will expire December 31, 2022. HUD will provide renewal funding to the PHA for the EHVs on a calendar year (CY) basis commencing with CY 2023. The renewal funding allocation will be based on the PHA's actual EHV HAP costs in leasing, similar to the renewal process for the regular HCV program. EHV renewal funding is not part of the annual HCV renewal funding formula; EHVs are renewed separately from the regular HCV program. All renewal funding for the duration of the EHV program has been appropriated as part of the ARP funding.

Administrative Fee and Funding

The following four types of fees and funding are allocated as part of the EHV program:

- **Preliminary fees** support immediate start-up costs that the PHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies:
  - $400 per EHV allocated to the PHA, once the consolidated annual contributions contract (CACC) is amended.
  - This fee may be used for any eligible administrative expenses related to EHVs.
  - The fee may also be used to pay for any eligible activities under EHV service fees (TPS-I.B).
- **Placement fees/expedited issuance reporting fees** will support initial lease-up costs and the added cost and effort required to expedite leasing of EHVs:
  - $100 for each EHV initially leased, if the PHA reports the voucher issuance date in Public Housing Information Center–Next Generation (PIC–NG) system within 14 days of voucher issuance or the date the system becomes available for reporting.
  - Placement fees:
    - $500 for each EHV family placed under a HAP contract effective within four months of the effective date of the ACC funding increment; or
    - $250 for each EHV family placed under a HAP contract effective after four months but less than six months after the effective date of the ACC funding increment.

    - HUD will determine placement fees in the event of multiple EHV allocations and funding increment effective dates.
  - Placement/expedited issuance fees only apply to the initial leasing of the voucher; they are not paid for family moves or to turnover vouchers.
- **Ongoing administrative fees,** which are calculated in the same way as the standard HCV program:
  - PHAs are allocated administrative fees using the full column A administrative fee amount for each EHV under contract as of the first day of each month.
  - Ongoing EHV administrative fees may be subject to proration in future years, based on available EHV funding.
- **Services fees,** which are a one-time fee to support PHAs' efforts to implement and operate an effective EHV services program in its jurisdiction (TPS-I.B):
  - The fee is allocated once the PHA's CACC is amended to reflect EHV funding.
  - The amount allocated is $3,500 for each EHV allocated.

TPS-I.B. SERVICE FEES

Services fee funding must be initially used for defined eligible uses and not for other administrative expenses of operating the EHV program. Service fees fall into four categories:

- Housing search assistance
- Security deposit/utility deposit/rental application/holding fee uses
- Owner-related uses
- Other eligible uses such as moving expenses or tenant-readiness services

The PHA must establish the eligible uses and the parameters and requirements for service fees in the PHA's administrative plan.

Roseville Housing Authority (RHA) Policy

The RHA will provide the fees, while the CoC will coordinate and or provide services. The eligible uses for service fees include:

Housing search assistance, which may include activities such as, but not limited to, helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for the family.

Application fees/non-refundable administrative or processing fees/refundable application deposit assistance. The PHA may choose to assist the family with some or all these expenses.

Holding fees are fees an owner requests that are rolled into the security deposit after an application is accepted but before a lease is signed. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application

has been accepted but before the lease signing. The PHA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.

Security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may pay the security deposit assistance directly to the owner or may pay the assistance to the family. If paid to the family, the PHA will require documentation that the family paid the security deposit.

Utility deposit assistance/utility arrears. The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may pay the utility deposit assistance directly to the utility company or may pay the assistance to the family. If paid to the family, the PHA will require documentation the family paid the utility deposit. The PHA will require the utility supplier or family to return the utility deposit assistance to the PHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. The PHA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance returned to the PHA will be used for either services fee eligible uses or other EHV administrative costs, as required by HUD.

Owner recruitment and outreach for EHVs. The PHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHVs. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.

Owner incentive and/or retention payments. The PHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family.

Payments will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retentions payments are not housing assistance payments, are not part of the rent to owner, and are not taken into consideration when determining whether the rent for the unit is reasonable.

Moving expenses (including move-in fees and deposits). The PHA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. The PHA will not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease

term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking.

Tenant-readiness services. The PHA may use fees to help create a customized plan to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.

Essential household items. The PHA may use services fee funding to assist the family with some or all of the costs of acquiring essential household items such as tableware, cooking equipment, beds or bedding, and essential sanitary products such as soap and toiletries.

Renter's insurance if required by the lease. The PHA may choose to assist the family with some or all this cost.

Any services fee assistance that is returned to the PHA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the PHA's EHV program ends must be remitted to HUD.

PART II: PARTNERING AGENCIES

TPS-II.A. CONTINUUM OF CARE (CoC)

PHAs that accept an allocation of EHVs are required to enter into a Memorandum of Understanding (MOU) with the Continuum of Care (CoC) to establish a partnership for the administration of EHVs.

Roseville Housing Authority (RHA) Policy

The RHA has entered into an MOU with **Homeless Resource Council of the Sierras** who will coordinate and work with community partners, service providers, and other organizations. See Exhibit TPS-1 for a copy of the MOU.

TPS-II.B. OTHER PARTNERING ORGANIZATIONS

The PHA may, but is not required to, partner with other organizations trusted by persons experiencing homelessness, such as victim services providers (VSPs) and other community partners. If the PHA chooses to partner with such agencies, the PHA must either enter into an MOU with the partnering agency or the partnering agency may be added to the MOU between the PHA and CoC.

Roseville Housing Authority (RHA) Policy

The RHA has only partnered with the CoC **Homeless Resource Council of the Sierras.**

TPS-II.C. REFERRALS

CoC and Partnering Agency Referrals

The primary responsibility of the CoC under the MOU with the PHA is to make direct referrals of qualifying individuals and families to the PHA. The PHA must generally refer a family that is seeking EHV assistance directly from the PHA to the CoC or other referring agency for initial intake, assessment, and possible referral for EHV assistance. Partner CoCs are responsible for determining whether the family qualifies under one of the four eligibility categories for EHVs. The CoC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

Roseville Housing Authority Policy

The CoC or partnering agency must establish and implement a system to identify EHV-eligible individuals and families within the agency's caseload and make referrals to the RHA. The CoC or other partnering agency must certify that the EHV applicants they refer to the RHA meet at least one of the four EHV eligibility criteria. RHA will maintain a copy of the referral or certification from the CoC or other partnering agency in the participant's file along with other eligibility paperwork. Homeless service providers may, but are not required to, use the certification form found in Exhibit TPS-2 of this chapter. Victim services providers may, but are not required to, use the certification form found in Exhibit TPS-3 of this chapter when identifying eligible families who qualify as victims of human trafficking.

As part of the MOU, RHA and CoC or other partnering agency will identify staff positions to serve as lead EHV liaisons. These positions will be responsible for transmission and acceptance of referrals. The CoC or partnering agency must commit sufficient staff and resources to ensure eligible individuals and families are identified and determined eligible in a timely manner.

The RHA liaison responsible for acceptance of referrals will contact the CoC or partnering agency liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than five business days from the date the CoC or partnering agency receives this notification, the CoC or partnering agency liaison will provide RHA with a list of eligible referrals including the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating they are EHV-eligible.

Offers of Assistance with CoC Referral

The PHA may make an EHV available without a referral from the CoC or other partnering organization in order to facilitate an emergency transfer under VAWA in accordance with the PHA's Emergency Transfer Plan (ETP) in Chapter 16.

The PHA must also take direct referrals from outside the CoC if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the PHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

PART III: WAITING LIST MANAGEMENT

TPS-III. A. HCV WAITING LIST

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the EHV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of EHVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2021-15.

Roseville Housing Authority Policy

RHA will post information about the EHV program for families on RHA's HCV waiting list on their website. The notice will:

Describe the eligible populations to which EHVs are limited

Clearly state that the availability of these EHVs is managed through a direct referral process

Advise the family to contact the CoC (or any other RHA referral partner, if applicable) if the family believes they may be eligible for EHV assistance

RHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. RHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

TPS-III.B. EHV WAITING LIST

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the EHV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the EHVs available, the PHA must maintain a separate waiting list for EHV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023.

Further, the EHV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.

TPS-III.C. PREFERENCES

HCV Waiting List Preferences

If local preferences are established by the PHA for HCV, they do not apply to EHVs. However, if the PHA has a homeless preference or a VAWA preference for the HCV waiting list, the PHA must adopt additional policies related to EHVs in accordance with Notice PIH 2021-15.

Roseville Housing Authority Policy

The RHA does not offer either a homeless or a VAWA preference for the HCV waiting list.

EHV Waiting List Preferences

With the exception of a residency preference, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHVs. The PHA may, however, choose to not establish any local preferences for the EHV waiting list.

Roseville Housing Authority Policy

No local preferences have been established for the EHV waiting list.

PART IV: FAMILY ELIGIBLTY

TPS-IV.A. OVERVIEW

The CoC or referring agency determines whether the individual or family meets any one of the four eligibility criteria described in Notice PIH 2021-15 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the EHV program and outlined below.

TPS-IV.B. REFERRING AGENCY DETERMINATION OF ELIGIBLITY

In order to be eligible for an EHV, an individual or family must meet one of four eligibility criteria:

- Homeless as defined in 24 CFR 578.3;
- At risk of homelessness as defined in 24 CFR 578.3;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15), or human trafficking (as defined in the 22 U.S.C. Section 7102); or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15.

As applicable, the CoC or referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The PHA must retain this documentation as part of the family's file.

TPS-IV.C. PHA SCREENING

Overview

HUD waived 24 CFR 982.552 and 982.553 in part for the EHV applicants and established alternative requirement for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

Mandatory Denials

Under alternative requirements for the EHV program, mandatory denials for EHV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.

Roseville Housing Authority Policy

RHA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fail to sign and submit consent forms, RHA will first notify the family of the limited EHV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

Permissive Denial

Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for EHV families.

If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

Roseville Housing Authority Policy

In consultation with the CoC, RHA will apply permissive prohibition to the screening of EHV applicants. Determinations using permissive prohibitions will be made based on an individualized assessment of relevant mitigating information in accordance with policies in Section 3-III.E.

RHA will establish the following permissive prohibitions:

If the RHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:

Violent criminal activity

Other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity

If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the previous 12 months.

If the family engaged in or threatened abusive or violent behavior toward RHA personnel within the previous 12 months.

RHA will also deny assistance to household members already receiving assistance from another program in accordance with Section 9.h. of Notice PIH 2021-15.

Prohibitions based on criminal activity for the eligible EHV populations regarding drug possession will be considered apart from criminal activity against persons (i.e., violent criminal activity).

In compliance with PIH 2021-15, RHA **will not** deny an EHV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years;

A PHA has ever terminated assistance under the program for any member of the family;

The family currently owes rent or other amounts to the RHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3);

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

TPS-IV.D. INCOME VERIFICATION AT ADMISSION

Self-Certification at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the EHV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B. do not apply to EHV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

Roseville Housing Authority Policy

Any documents used for verification must be the most current documentation prior to admission. The documents must not be altered, or in any way illegible.

Printouts from webpages are considered original documents.

Any family self-certifications must be made in a format acceptable to the RHA and must be signed by the family member whose information or status is being verified.

The RHA will incorporate additional procedures to remind families of the obligation to provide true and complete information in accordance with Chapter 14. RHA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. RHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the RHA will terminate the family's assistance in accordance with the policies in Chapter 12.

Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

Roseville Housing Authority Policy

The RHA will accept income calculations and verifications from third-party providers provided they meet the criteria outlined above.

The family certification must be made in a format acceptable to the RHA and must be signed by all adult family members whose information or status is being verified.

At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and PHA policies in Chapter 11.

EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

TPS-IV.E. SOCIAL SECURITY NUMBER AND CITIZENSHIP STATUS VERIFICATION

For the EHV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Roseville Housing Authority Policy

RHA will admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. RHA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If the RHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

TPS-IV.F. AGE AND DISABILITY VERIFICATION

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Roseville Housing Authority Policy

RHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the RHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, RHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The RHA will note the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth and/or disability status.

If the RHA determines that an ineligible family received assistance, RHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

TPS-IV.G. INCOME TARGETING

The PHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

Roseville Housing Authority Policy

The RHA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

PART V: HOUSING SEARCH AND LEASING

TPS-V.A. INITIAL VOUCHER TERM

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

Roseville Housing Authority Policy

All EHVs will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the RHA grants an extension.

TPS-V.B. HOUSING SEARCH ASSISTANCE

The PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC or another partnering agency or entity.

At a minimum, housing search assistance must:

- Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- Provide transportation assistance and directions to potential units;
- Conduct owner outreach;
- Assist with the completion of rental applications and PHA forms; and
- Help expedite the EHV leasing process for the family

Roseville Housing Authority Policy

As identified in the MOU between the RHA and CoC, the following housing search assistance will be provided to each EHV family:

The RHA will:

Conduct owner outreach in accordance with policies in Chapter 13

Provide directions to potential units as part of the EHV briefing packet

Expedite the EHV leasing process for the family to the extent practicable and in accordance with policies in this chapter

Assign a dedicated landlord liaison for EHV voucher families

The CoC will:

Help families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods

Provide transportation assistance to potential units

Assist the family with the completion of rental applications and PHA forms

At least every 30 days, conduct proactive check-ins via email and telephone with families who are searching with an EHV and remind them of their voucher expiration date.

TPS-V.C. HQS PRE-INSPECTIONS

To expedite the leasing process, PHAs may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units.

Roseville Housing Authority Policy

To expedite the leasing process, the RHA may pre-inspect available units that EHV families may be interested in leasing to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305.

The family will be free to select his or her unit.

When a pre-inspected unit is not selected, the RHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for any required reinspections.

TPS-V.D. INITIAL LEASE TERM

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the PHA policy in Section 9-I.E., Term of Assisted Tenancy.

TPS-V.E. PORTABILITY

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to EHVs. Exceptions are addressed below.

Nonresident Applicants

Under EHV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in Section 10-II.B.

Billing and Absorption

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA administers EHVs under its own ACC.

- If the EHV family moves under portability to another PHA that administers EHVs under its own ACC:
  - The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do so).

- If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies.

- If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

Roseville Housing Authority Policy

In addition to following RHA policy on briefings in Chapter 5, as part of the briefing packet for EHV families, the RHA will include a written notice that the RHA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, the RHA will provide interpretation services in accordance with the RHA's LEP plan (See Chapter 2).

Coordination of Services

If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family.

Roseville Housing Authority Policy

For EHV families who are exercising portability, when the RHA contacts the receiving PHA in accordance with Section 10-II.B. Preapproval Contact with Receiving PHA, the RHA will consult and coordinate with the receiving PHA to ensure there is no duplication of EHV services and assistance, and ensure the receiving PHA is aware of the maximum amount of services fee funding that RHA may provide to the receiving PHA on behalf of the family.

Services Fee

Standard portability billing arrangements apply for HAP and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or $1,750, unless the initial PHA and receiving PHA mutually agree to change the $1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.
- If the receiving PHA administers EHVs, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
- If the receiving PHA does not administer EHVs, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

Placement Fee/Issuance Reporting Fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement fee/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

TPS-V.F. PAYMENT STANDARDS

Payment Standard Schedule

For the EHV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for EHVs. Lower EHV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate EHV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for EHVs, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code

area above the basic range for the metropolitan FMR based on the HUD published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.

- The PHA must notify HUD if it establishes an EHV exception payment standard based on the SAFMR.

Roseville Housing Authority Policy

The RHA will not establish a higher payment standard amount for EHVs. RHA will use the same payment standards for HCV and EHV.

Rent Reasonableness

All rent reasonableness requirements apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard.

Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family's first regular recertification on or after the effective date of the increase does not apply to EHV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

Roseville Housing Authority Policy

The PHA will not establish an alternative policy for increases in the payment standard. PHA policy in Section 11-III.B. governing increases in payment standards will apply to EHV.

TPS-V.G. TERMINATION OF VOUCHERS

After September 30, 2023, a PHA may not reissue EHVs when assistance for an EHV-assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the PHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

If an applicant family that was issued the EHV is unsuccessful in finding a unit and the EHV expires after September 30, 2023, the EHV may not be reissued to another family.

All EHVs under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family may be initially issued and leased after September 30, 2023, since this prohibition only applies to EHVs that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct PHAs administering EHVs to cease leasing any unleased EHVs if such action is determined necessary by HUD to ensure there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families.

PART VI: USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS

EHV funds allocated to the PHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the PHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the PHA are to be used for those purposes and must not be used for HAP.

The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHVs and cannot be used for regular HCVs. EHV funding may not be used for the repayment of debts or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.

The PHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.

The PHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.

Exhibit TPS-1: MEMORANDUM OF UNDERSTANDING (MOU)

Attachment 2 of Notice PIH 2021-15 - Sample MOU Template

Memorandum of Understanding

[** ***This sample document demonstrates the Memorandum of Understanding requirements for the administration Emergency Housing Voucher. Unless otherwise noted, all elements are required.*** **]

This Memorandum of Understanding (MOU) has been created and entered into on [** ***Insert execution date.*** **].

Roseville Housing Authority, 316 Vernon Street, Ste. 150, Roseville CA 95678

Homeless Resource Council of the Sierras (HRCS) P.O. Box 130, Auburn, CA 95604

I. Introduction and Goals (the following elements, listed in a. – c., are required elements of the MOU):

   a. PHA and CoC's commitment to administering the EHVs in accordance with all program requirements.

   b. PHA goals and standards of success in administering the program.

   c. Identification of staff position at the PHA and CoC who will serve as the lead EHV liaisons.

      Lead HCV Liaison:

      Responsibilities of the PHA EHV liaison [**Optional**].

      [Name and title of CoC staff position]

      Responsibilities of the CoC EHV liaison [**Optional**].

II. Define the populations eligible for EHV assistance to be referred by CoC.

III. Services to be provided to eligible EHV families

   1. List the services to be provided to assist individuals and families have success in the program and who will provide them.

[**The following services are listed for example purposes. **]

   1. Partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers.

   2. Partnering service providers will support PHAs in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the PHA.

3. PHAs will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.
6. Partnering service providers will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

IV. PHA Roles and Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead EHV liaison.
6. Comply with the provisions of this MOU.

V. CoC Roles and Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Designate and maintain a lead EHV liaison to communicate with the PHA.
2. Refer eligible individuals and families to PHA using the community's coordinated entry system.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.).
4. Attend EHV participant briefings when needed.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, the CoC should assure that services are available and accessible.)

7. Comply with the provisions of this MOU.

VI. Third Party Entity Roles Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Describe how the State, local, philanthropic, faith-based organizations, Victim Service Providers or CoC recipients it designates will fulfill each of the following responsibilities:
    a. Outline resource and/or service being provided in support of the community's EHV Program. Commit a sufficient number of staff and necessary resources to ensure that the application, certification and voucher issuance processes are completed in a timely manner.
    b. Comply with the provisions of this MOU. VII. Program Evaluation

The PHA, and CoC or designated CoC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

[Signed and dated by the official representatives of the PHA, CoC, CoC Contractor organization (if applicable), and third-party entities (if applicable.]

Signed by

_____ _____

Executive Director, PHA Date

_____ _____

CoC Executive Director Date

Exhibit TPS-2: HOMELESS PROVIDER'S CERTIFICATION

Attachment 3 of Notice PIH 2021-15 Example of a Homeless Provider's Certification

Emergency Housing Voucher (EHV)

HOMELESS CERTIFICATION

EHV Applicant Name: _____

☐ Household without dependent children (complete one form for each adult in the household)

☐ Household with dependent children (complete one form for household)

Number of persons in the household: ____

This is to certify that the above named individual or household meets the following criteria based on the check mark, other indicated information, and signature indicating their current living situation-

Check only one box and complete only that section

Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks)

☐ The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground.

Description of current living situation:

_____

_____

_____

Homeless Street Outreach Program
Name:_____

This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc.

Authorized Agency Representative Signature: _____
Date: _____

Living Situation: Emergency Shelter

☐ The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows:

Emergency Shelter Program Name:

_____

This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g., newly established Emergency Shelter).

Authorized Agency Representative Signature: _____ Date: _____

Living Situation: Recently Homeless

☐ The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (ex. Households in Rapid Rehousing Programs, residents of Permanent Supportive Housing Programs participating in Moving On, etc.)
Authorized Agency Representative Signature:

_____

This referring agency must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory.

Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

☐ emergency shelter OR ☐ a place unfit for human habitation

Authorized Agency Representative Signature: _____
Date: _____

Exhibit TPS-3: EXAMPLE OF A VICTIM SERVICES PROVIDER'S CERTIFICATION

Attachment 4 of Notice PIH 2021-15: Example of a Victim Services Provider's Certification

Emergency Housing Voucher (EHV)

SAMPLE HUMAN TRAFFICKING CERTIFICATION

Purpose of Form:

The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other Federally-funded social service programs available to assist victims in rebuilding their lives.

Use of This Optional Form:

In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for EHV assistance.

Confidentiality: All information provided to the service provider concerning the incident(s) of human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED ON BEHALF OF HUMAN TRAFFICKING SURVIVOR

EHV Applicant Name: _____

This is to certify that the above named individual or household meets the definition for persons who are fleeing or attempting to flee human trafficking under section 107(b) of the Trafficking Victims Protection Act of 2000.

Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

_____

_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual(s) named above is/has been a victim of human trafficking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature:_____**Date:** _____

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 9-21

APPROVING A BUDGET ADJUSTMENT FOR
FISCAL YEAR 2021-22

WHEREAS, the Housing Authority of the City of Roseville has reviewed the proposed Housing Authority Budget Adjustment, for the Emergency Housing Voucher program.

NOW, THEREFORE, the Housing Authority of the City of Roseville does hereby approve the Housing Authority Budget Adjustment of $685,969.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____day of_____, 2021, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

_____
CHAIRMAN

_____
Secretary

EXHIBIT “A”

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Trisha Isom, Housing Manager
FISCAL YEAR: 2021-22
PREPARER NAME & TITLE: Melissa Hagan, Management Analyst II
COUNCIL DATE (if applicable): 07/07/21
DEPARTMENT/DIVISION: Economic Development - Housing
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	5578	54011		467,796	Increased Housing Assistance payments for EHV program (39830)
2801	5301	54011		175,000	Increased Service Provider fees for EHV Program (39830)
2801	5911	54011		43,173	Increase Reimbursement to the General Fund for Administrative Costs (39830)
			TOTAL	685,969	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	4401	54011		467,796	Increased Housing Assistance revenue for EHV program (39830)
2801	4401	54011		20,000	Increased revenues for EHV program administration (Preliminary Fee)
2801	4401	54011		23,173	Increase Revenue for EHV program administration (Placement Fee)
2801	4401	54011		175,000	Increased Revenues for EHV program administration (Services Fee)
			TOTAL	685,969	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

The Department of Housing and Urban Development (HUD) issued 50 additional vouchers through the American Rescue Plan to the Roseville Housing Authority for the program titled Emergency Housing Vouchers (EHV). The award includes additional funds for Housing Assistance Payments (HAP) as well as general administration of that program including fees that will be paid to Service Providers to assist in the administration of the program. The matching entry (5912) for the reimbursement to the General Fund is being approved in a separate budget adjustment.

REQUIRED APPROVALS:

Laura Matteoli	6/17/21		
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

6/17/20217:12 AM

Revised: June 24, 2019

ORDINANCE NO.

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment for the Emergency Housing Vouchers program.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Trisha Isom, Housing Manager
FISCAL YEAR: 2021-22
PREPARER NAME & TITLE: Melissa Hagan, Management Analyst II
COUNCIL DATE (if applicable): 07/07/21
DEPARTMENT/DIVISION: Economic Development - Housing
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5912	54011		(43,173)	Increase reimbursement from fund 2801 to the General Fund to offset administrative costs of the Emergency Housing Vouchers Program.
			TOTAL	(43,173)	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	(43,173)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				43,173	Increase to GF Available Resources
			TOTAL	43,173	

Justification for Budget Adjustment:

The Department of Housing and Urban Development (HUD) issued 50 additional vouchers through the American Rescue Plan to the Roseville Housing Authority for the program titled Emergency Housing Vouchers (EHV). The award includes additional funds for general administration including preliminary fees, placement fees and services fees all restricted for specific purposes. This amount is the portion being reimbursed by the Housing Authority to the General Fund for costs related to the program administration.

REQUIRED APPROVALS:

Laura Matteoli 6/17/21
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

6/17/20217:11

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 1585
File #: 0103-03-02 & 0201-01

Title:	City Council and Housing Authority - Limited Term Housing Analyst - Budget Adjustment
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council, acting as the Roseville Housing Authority Board:
1. Adopt a resolution to approve a budget adjustment in the amount of $67,221.

Staff recommends that City Council:
1. Adopt an ordinance to increase the HOME fund by $14,938; the Housing Trust Fund by $22,407; the Affordable Housing Fund by $22,407; and the general fund by $149,380 and credit the general fund in an equal amount resulting in no net increase to the General Fund.

BACKGROUND

The Housing Division manages many new programs in response to the American Rescue Plan, including 50 new Emergency Housing Vouchers and $5.1 million in rental assistance with Placer County's Emergency Rental Assistance program. More state and federal funding for new housing programs continue to be offered to increase affordable housing. A limited-term housing position was established to meet these requirements.

Staff recommends that the funding from this position come from the Housing Trust Fund, HOME Fund, the Affordable Housing Fund, the Emergency Rental Assistance Program approved by Council on April 7, 2021, by Resolution 12-121, and the Emergency Housing Voucher grant approved by Council on July 7, 2021.

The estimated annual cost of the position is $149,380 and will be funded specifically from the following sources:

Limited Term Housing Analyst

Fund	Amount
Housing Trust Fund	$22,407
Affordable Housing Fund	$22,407
HOME Fund	$14,938
Emergency Housng Vouchers Grant - EHV	$67,221
Emergency Rental Assistance Grant	$22,407
TOTAL	**$149,380**

FISCAL IMPACT

The new limited-term Housing Analyst position will be funded through non-general fund sources and will not create any additional cost to 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 proposed staffing change meets the above criteria and is not subject to CEQA. No additional environmental review is required.

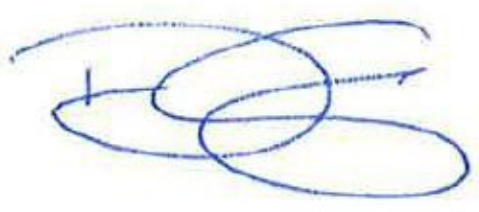
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 7-21

Ordinance 6377

Limited Term Position BA GF

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 7-21

APPROVING A BUDGET ADJUSTMENT FOR
FISCAL YEAR 2021-22

WHEREAS, the Housing Authority of the City of Roseville has reviewed the proposed Housing Authority Budget Adjustment, for the Limited Term Housing Analyst.

NOW, THEREFORE, the Housing Authority of the City of Roseville does hereby approve the Housing Authority Budget Adjustment of $67,221.

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

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

_____
CHAIRMAN

_____
Secretary

EXHIBIT “A”

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Trisha Isom, Housing Manager
FISCAL YEAR: 2021-22
PREPARER NAME & TITLE: Melissa Hagan, Management Analyst II
COUNCIL DATE (if applicable): 07/07/21
DEPARTMENT/DIVISION: Economic Development - Housing
RESOLUTION:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	5911	54011		52,283	Charge to EHV Housing Authority (39830) (35%)
2801	5911	54011		14,938	Charge to Housing Authority Program Administration (10%)
			TOTAL	67,221	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	4401	54011		52,283	HUD Emergency Housing Vouchers (EHV) (39830)
2801	4401	54011		14,938	HUD Additional Administration Revenues-(HCV)
			TOTAL	67,221	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

The Department of Housing and Urban Development (HUD) issued 50 additional vouchers through the American Rescue Plan to the Roseville Housing Authority for the program titled Emergency Housing Vouchers (EHV). This funding includes the increased Administration revenues for that program to fund the approved Limited Term Housing Analyst. This budget adjustment increases reimbursed costs to the General Fund and revenues, in the Housing Authority Fund (2801).

REQUIRED APPROVALS:

Laura Matteli 6/17/21

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

ORDINANCE NO. 6377

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment for the Limited Term Housing Analyst.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Trisha Isom, Housing Manager
FISCAL YEAR: 2021-22

PREPARER NAME & TITLE: Melissa Hagan, Management Analyst II
COUNCIL DATE (if applicable): 07/07/21

DEPARTMENT/DIVISION: Economic Development - Housing
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5071	54011		149,380	General Fund increase
1001	5912	54011		(126,973)	Reduce General Fund-Charges Out
1001	5980	54011		(22,407)	Reduce General Fund-Charges Out
2821	5911	54011		22,407	Charge to Housing Trust Fund (15%)
2824	5911	54011		22,407	Charge to Affordable Housing Fund (15%)
2210	5911	54011		14,938	Charge to HOME (10%)
			TOTAL	59,752	

REVENUES/TRANSFERS IN

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

	NET ADJUSTMENT	59,752

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2210				(14,938)	HOME Fund Available Resources
2821				(22,407)	Housing Trust Fund Available Resources
2824				(22,407)	Affordable Housing Fund Available Resources
			TOTAL	(59,752)	

Justification for Budget Adjustment:

The approved Limited Term Housing Analyst will have duties across several programs within the Housing Division. As such, this position will be funded by the Housing Authority Emergency Housing Voucher program, the HOME fund, the Housing Trust Fund and the Affordable Housing Fund. New program funding slated to begin in FY2021-22 (HOME, Permanent Local Housing Allocation and additional funds for Affordable housing) require additional staff to support their objectives. The portion of this position being funded by the Housing Authority using additional revenues from the Emergency Voucher Program, is being approved in a separate budget adjustment.

REQUIRED APPROVALS:

Laura Matteoli — 6/17/21
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

COUNCIL COMMUNICATION

CC #: 1559
File #: 0400-04-18-1 & 0400-07

Title: Cokeva Parcel Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.23.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the parcel map on file with the City Clerk and accept, on behalf of the public, the electrical easement and rights-of-way offered thereon.

BACKGROUND

The Development Services - Engineering Division has reviewed the subject parcel map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 7 parcels.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Parcel Map of Cokeva project was accomplished with preparation of Hewlett-Packard Master Plan EIR, certified by City Council on June 5, 1996 (SCH# 95112022). Because the proposed project is consistent with the project evaluated in the Hewlett-Packard Master Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the Hewlett-Packard Master Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

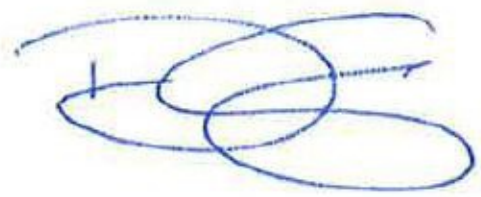
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Parcel Map

PARCEL MAP OF COKEVA

SUBDIVSION NO. PL19-0152

A PORTION OF PARCEL 2 OF "PARCEL MAP OF HEWLETT PACKARD SUBDIVISION NO. SUB-000105" FILED FOR RECORD IN BOOK 34 OF PARCEL MAPS, PAGE 73
BEING A PORTION OF SECTION 21
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MARCH 2021

CENTERPOINT ENGINEERING, INC.

4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CA, 95677

OWNER'S STATEMENT:

THE UNDERSIGNED BEING THE ONLY PERSON HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, CONSENT TO THE PREPARATION AND RECORDATION OF THIS "PARCEL MAP OF COKEVA" AND HEREBY OFFERS FOR DEDICATION THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED TO THE PUBLIC AS AN EASEMENT:

A. AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF OVERHEAD AND UNDERGROUND WIRES FOR ELECTRIC AND APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE AREA SHOWN HERE ON AND DESIGNATED AS "ELECTRICAL EASEMENT."

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

B. AS PUBLIC RIGHT OF WAY THE AREA SHOWN HEREON AS "R.O.W." (RIGHT OF WAY).

R10 FOOTHILL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY:_____

NAME: _____

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 _____

ON _____ , 2021, BEFORE ME,_____, NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

TRUSTEE'S STATEMENT:

BANK OF COMMERCE MORTGAGE, A CALIFORNIA CORPORATION, AS TRUSTEE OF THE DEED OF TRUST DATED MARCH 11, 2021, RECORDED MARCH 17, 2021 AS INSTRUMENT NO. 2021-0037267, OFFICIAL RECORDS OF PLACER COUNTY.

BY:_____ BY:_____

_____ _____
PRINT NAME AND TITLE 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 _____

ON _____ , 2021, BEFORE ME,_____, NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

SURVEYOR'S STATEMENT:

THIS "PARCEL MAP OF COKEVA" 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 R10 FOOTHILL, LLC IN JULY 2020. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL SHOWN HEREON MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
MICHAEL C. HANSEN, L.S. 6947 DATE
EXPIRES 9-30-21

LICENSED LAND SURVEYOR
MICHAEL CHARLES HANSEN
EXP. 9-30-21
NO. 6947
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS "PARCEL MAP OF COKEVA" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE APPROVED TENTATIVE MAP; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
MARC STOUT, R.C.E. 69879 DATED
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRES 9-30-2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS "PARCEL MAP OF COKEVA" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ _____
TIMOTHY BLAIR, P.L.S. 8278 DATED
EXPIRES 12/31/2021

PROFESSIONAL LAND SURVEYOR
TIMOTHY BLAIR
LS 8278
EXPIRES DEC. 31, 2021
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS "PARCEL MAP OF COKEVA" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE ELECTRICAL EASEMENT AND RIGHT OF WAY HEREON OFFERED FOR DEDICATION.

_____ _____
CITY CLERK DATED
CITY OF ROSEVILLE

BY_____
ASSISTANCE CITY CLERK
CITY OF ROSEVILLE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ 2021, AT _____.M. IN BOOK _____ OF PARCEL MAPS, AT

PAGE _____, STATE OF CALIFORNIA, PLACER COUNTY RECORDS, AT THE REQUEST OF CENTERPOINT ENGINEERING, INC.

FILE NO. _____ RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

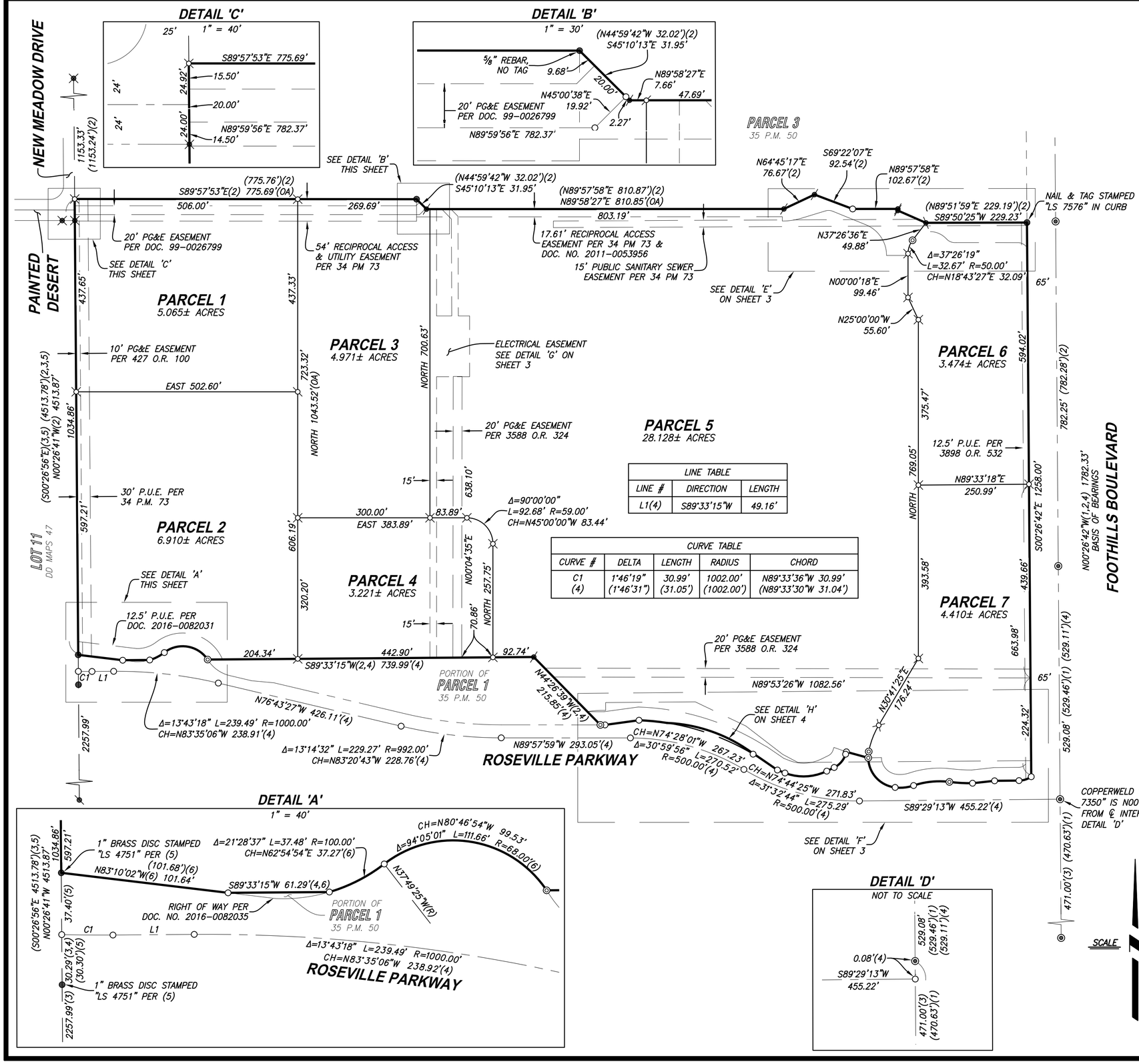
FEE: _____ BY: _____
DEPUTY

PARCEL MAP OF COKEVA

SUBDIVSION NO. PL19-0152

A PORTION OF PARCEL 2 OF "PARCEL MAP OF HEWLETT PACKARD SUBDIVISION NO. SUB-000105" FILED FOR RECORD IN BOOK 34 OF PARCEL MAPS, PAGE 73
BEING A PORTION OF SECTION 21
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MARCH 2021

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CA, 95677



BASIS OF BEARINGS:

THE CENTERLINE OF FOOTHILLS BOULEVARD PER 34 P.M. 73, BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, TAKEN AS NORTH 00°26'42" WEST

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

○	DIMENSION POINT, NOTHING FOUND OR SET
⊘	FOUND ¾" IRON PIPE WITH PLUG "LS 7576" PER (1)
●	FOUND MONUMENT AS NOTED
⊗	FOUND ¾" REBAR WITH SLEEVE STAMPED "LS 4751" PER (3)
◉	FOUND COPPERWELD MONUMENT, NO MARKINGS, PER (1) UNLESS OTHERWISE NOTED
⊙	SET RAILROAD SPIKE STAMPED "LS 6947"
⊠	SET ¾" IRON PIPE WITH YELLOW CAP "LS 6947"
◎	SET 1" BRASS DISC IN CONCRETE STAMPED "LS 6947"
(OA)	OVERALL DISTANCE
(R)	RADIAL BEARING
(1)	RECORD PER BOOK 18 OF PARCEL MAPS, PAGE 12
(2)	RECORD PER BOOK 34 OF PARCEL MAPS, PAGE 73
(3)	RECORD PER BOOK DD OF MAPS, PAGE 47
(4)	RECORD PER BOOK 35 OF PARCEL MAPS, PAGE 150
(5)	RECORD PER BOOK 23 OF SURVEYS, PAGE 160
(6)	RECORD PER DOCUMENT 2016-0082035 (SEE NOTE 6)
(A)	LETTER FOR CHORD BEARING TABLE

NOTES:

1. THIS SUBDIVISION CONTAINS 56.201± ACRES GROSS.
2. ALL PARCELS CREATED HEREBY ARE SUBJECT TO A BLANKET PRIVATE EASEMENT FOR INSTALL AND MAINTENANCE OF STORM WATER DRAINAGE SYSTEMS PER NOTE D OF THE OWNER'S STATEMENT ON 34 P.M. 73. THE BLANKET PRIVATE DRAINAGE EASEMENT IS REFLECTED IN DOC NOS 2011-0053596 & 2012-0092987.
3. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE AGREEMENTS REGARDING CROSS EASEMENTS AND GRANT OF ACCESS EASEMENT PER DOC. NO. 2011-0039391 AND THE GRANT OF EASEMENTS AND CORRECTION TO PRIOR EASEMENTS PER DOC. NO. 2011-0053955.
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE RECIPROCAL EASEMENT AGREEMENT PER DOC. NO. 2011-0053958.
5. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE RECIPROCAL EASEMENT AGREEMENT PER DOC. NO. 2012-0092988.
6. ROTATE BEARINGS COUNTER-CLOCKWISE 00°00'15" TO OBTAIN RECORD BEARINGS PER (6).
7. 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.

SCALE 1" = 150'

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

PARCEL MAP OF COKEVA

SUBDIVSION NO. PL19-0152

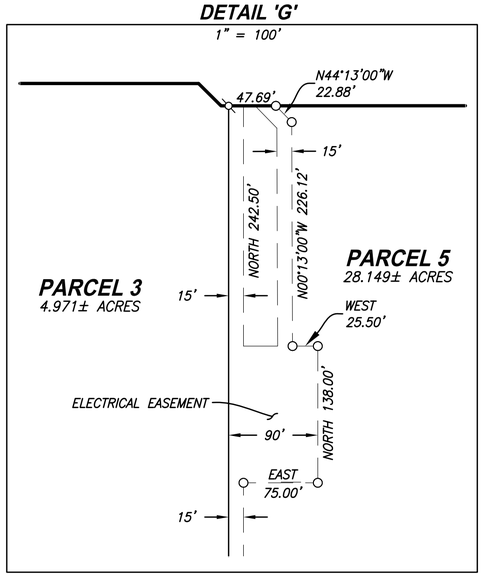
A PORTION OF PARCEL 2 OF "PARCEL MAP OF HEWLETT PACKARD SUBDIVISION NO. SUB-000105" FILED FOR RECORD IN BOOK 34 OF PARCEL MAPS, PAGE 73
BEING A PORTION OF SECTION 21
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MARCH 2021

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CA, 95677

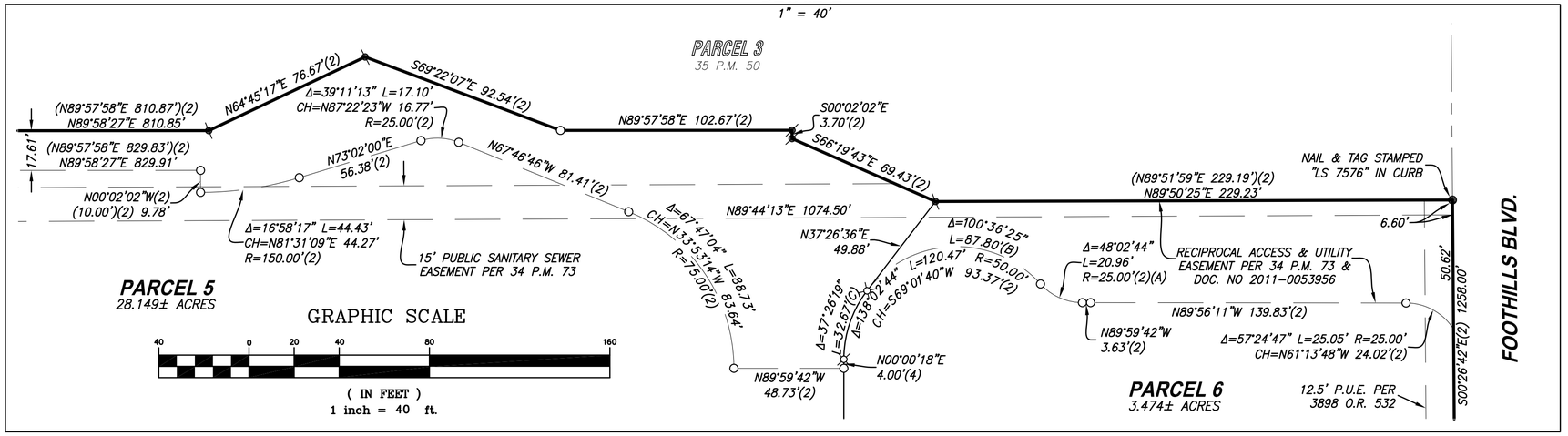
CHORD TABLE	
CURVE	CHORD
A	N65°58'20"W 20.35'
B	N87°44'49"E 76.94'
C	N18°43'27"E 32.09'
D	N04°51'35"E 14.34'
E	N40°39'21"E 39.76'
F	N86°38'17"E 41.92'

N

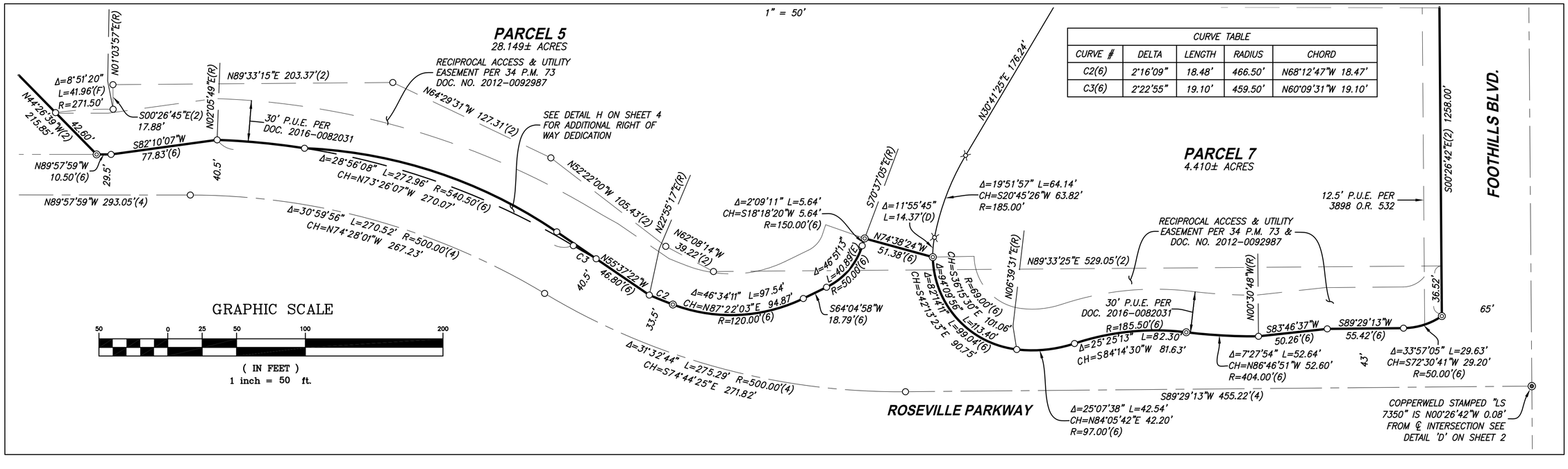
DETAIL 'G'
1" = 100'



DETAIL 'E'
1" = 40'



DETAIL 'F'
1" = 50'



CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	CHORD
C2(6)	2°16'09"	18.48'	466.50'	N68°12'47"W 18.47'
C3(6)	2°22'55"	19.10'	459.50'	N60°09'31"W 19.10'

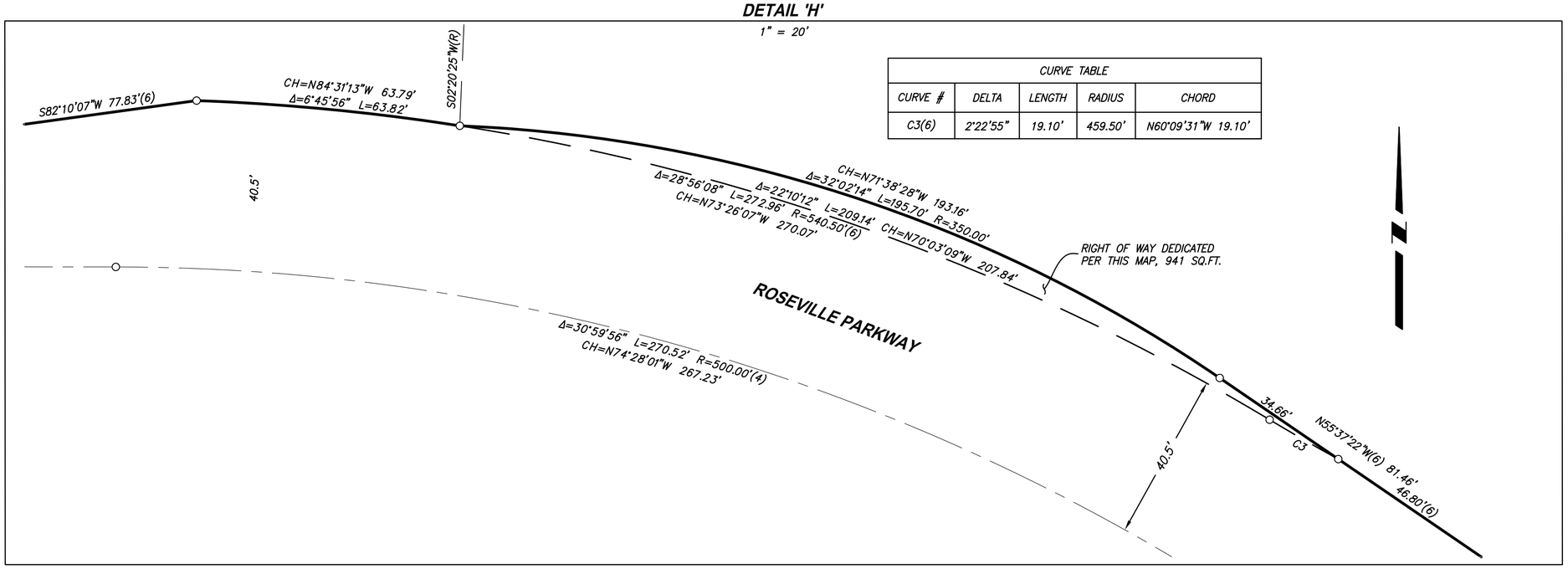
PARCEL MAP OF COKEVA

SUBDIVSION NO. PL19-0152

A PORTION OF PARCEL 2 OF "PARCEL MAP OF HEWLETT PACKARD SUBDIVISION NO. SUB-000105" FILED FOR RECORD IN BOOK 34 OF PARCEL MAPS, PAGE 73
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MARCH 2021

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4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CA, 95677

DETAIL 'H'
1" = 20'



CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	CHORD
C3(6)	2°22'55"	19.10'	459.50'	N60°09'31"W 19.10'

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

COUNCIL COMMUNICATION

CC #: 1573
File #: 0102-02

Title: Council Strategic Plan Update Fiscal Years 2021-2024
Contact: Megan Scheid 916-774-5455 mscheid@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.24.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve the FY2021-24 City of Roseville Strategic Plan Update results to reflect focus areas discussed at the April 29 Council Priorities Update Workshop.

BACKGROUND

In October 2019, the City Council held a public workshop to set the long-term vision for our city and our top priorities for Fiscal Years 2021-24. That included affirming mission, vision, and values, reviewing accomplishments and setting priorities, with the intent to hold an annual update workshop each year.

A sign of well-developed priorities and strategies is their ability to withstand the test of time and changing circumstances. This proved true during the pandemic as the strategic plan remained relevant and an important policy document to guide budget decisions.

On April 29, 2021, following the November 2020 election that brought one new member to the Council and new roles for others, the Council held its annual workshop to update the priorities in the four-year strategic plan.

At the public workshop, the Council reviewed key accomplishments and important issues the City faces, refined priorities for the next several years, and discussed the capacity and timelines to tackle these priorities.

The updated focus areas the Council discussed are reflected in the priorities listed below:

Goal A: Remain fiscally responsible in a changing world

- Address pension costs and other liabilities
- Seek increased transportation funding and revenues
- Balance utility mandates, costs and customer rates

Goal B: Support community engagement and advocacy

- Increase communications regarding legislative advocacy efforts and the impacts of

unfunded mandates on city services
- Increase communications and education about City finances
- Focus on increased outreach to and engagement with younger populations

Goal C: Maintain a safe and healthy community
- Address homelessness through stronger regional partnerships with defined expectations and outcomes
- Ensure public safety service levels are maintained as the City grows
- Strengthen inclusiveness, equality and justice efforts for all in partnership with the community
- Deploy Police body-worn cameras

Goal D: Enhance economic vitality
- Advance sports tourism opportunities, including destination-type amenities
- Explore increased transient occupancy tax revenues
- Consider strategic reserves and other funding for job growth incubators, vacant storefront façade improvements, and other economic development opportunities

Goal E: Deliver exceptional city services
- Address staffing turnover due to retirements and succession planning challenges
- Increase code enforcement and beautification efforts (e.g., graffiti and blight abatement)
- Explore greater community-based and volunteer cleanups

Goal F: Invest in well-planned infrastructure and growth
- Support more affordable housing
- Revitalize core neighborhoods
- Prioritize completion of crucial corridors, ensuring water resiliency, and modernizing the electric utility

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

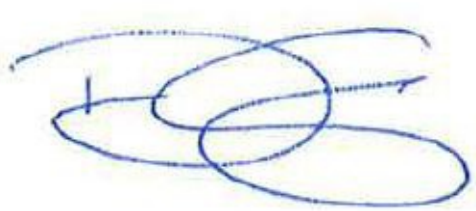
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B: Support community engagement and advocacy
Goal E: Deliver exceptional city services

Respectfully Submitted,

Megan MacPherson Scheid, Deputy City Manager



_____

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1568
File #: 0102-10

Title: Resolution - Melissa Hagan
Contact: Blair Hutchison 916-775-5266 bmhutchison@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Commend Melissa Hagan for 20 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

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. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

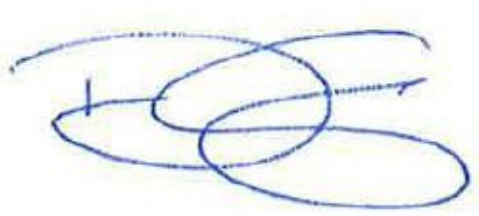
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation - Melissa Hagan

Resolution

WHEREAS, Melissa was hired on October 15, 2001 as a Finance Technician in the Finance Department where she created the process of developer billing and authored the City's travel policy manual; and

WHEREAS, Melissa was promoted in June of 2004 to a Financial Analyst in the Finance Department, and among other assigned duties related to Community Facilities District management, she also created the role of Grants Administrator for the City, and assumed those responsibilities; and

WHEREAS, Melissa was hired as a Financial Analyst in the Planning, Redevelopment and Housing Department in 2009, and was responsible for all financial duties related to the Redevelopment Agency, the Housing Division and the Housing Authority; and

WHEREAS, Melissa was promoted to an Administrative Analyst position in 2016 and was appointed Assistant Director of the Housing Authority; and

WHEREAS, Melissa was once more promoted to Management Analyst in 2020; and

WHEREAS, Melissa was appointed to seat number 7 of the Placer County Consolidated Oversight Board (of the former Redevelopment Agency) in 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MELISSA HAGAN** be commended for 20 years of outstanding service and dedication to the City of Roseville, congratulated for her accomplishments and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 7th day of July, 2021.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 1590
File #: 0102-06

Title: Proclamation - Parks and Recreation Month
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Proclaim July 2021, as PARKS AND RECREATION MONTH and encourage all residents to celebrate Parks and Recreation Month.

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. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

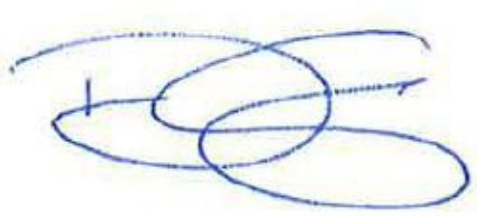
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Parks and Recreation Month

Proclamation

PARKS AND RECREATION MONTH
July 2021

WHEREAS, Parks and Recreation programs promote physical, emotional, mental health, and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, our Parks and Recreation facilities are vitally important to establishing and maintaining the quality of life in our communities, enhancing the health of all residents, and contributing to the economic and environmental well-being of our region; and

WHEREAS, Parks and Recreation programs supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation facilities supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in recreational opportunities; and

WHEREAS, Parks and Recreation programs strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and

WHEREAS, Parks and Recreation programs increase a community's economic prosperity through increased property values, expansion of local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife ensuring the ecological beauty of our community and provide a place for children and adults to connect with nature.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of **July 2021** as **PARKS AND RECREATION MONTH** and encourage all residents to celebrate Parks and Recreation Month.

SIGNED this 7th day of July 2021.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 1584
File #: 0323-01

Title:	Roseville Police Department Body Worn and Dash Cameras - Master Equipment Agreement
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a master agreement with LensLock, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville, as well as any other documents necessary to effectuate the purpose of the agreement.

BACKGROUND

Law enforcement agencies across the United States are using new technologies such as automated license plate readers, thermal imaging software, gunshot detection systems, facial recognition software, predictive analytics systems, and body-worn cameras (BWCs) to enhance policing capabilities and improve public service. By providing empirical evidence through unalterable audio and visual recordings, BWCs are increasingly being used to improve evidence collection and agency transparency, to document encounters between law enforcement and the public, to strengthen officer performance and accountability, and to investigate and resolve complaints and officer-involved incidents. In addition, BWCs allow law enforcement leadership to gain greater insights into field operations, enabling them to make any necessary training, policy, and process improvements.

As of 2019, nearly half of the nation's 18,000 law enforcement agencies have developed BWC programs. On October 29, 2020, the Department of Justice announced that state, local, territorial, and tribal task force officers would begin using BWCs in partnership with local jurisdictions in hundreds of federal task forces across the nation. In California, 74% (290 of 394) of city and county law enforcement agencies and 62% (36 of 58) of Sheriff's Offices have deployed BWC programs. Some agencies chose to equip only patrol officers with cameras, while others require all uniformed staff to wear a camera.

Benefits of Body-Worn Cameras

A review of literature by the Bureau of Justice Assistance and the U.S. Department of Justice (DOJ) suggests that well-constructed BWC programs can provide numerous benefits to law enforcement agencies and local criminal justice systems. Findings from a 2014 DOJ Community-

Oriented Policing Services sponsored forum with over 200 police chiefs, sheriffs, scholars, and federal criminal justice agency officials cited the following benefits of BWC programs:

1) Increased accountability and transparency
By providing a video record of law enforcement activities, officials reported that BWCs make operations more transparent to the public and help resolve questions following an encounter between officers and members of the public. They help agencies evaluate and improve officer performance and enable agencies to identify and correct any training, policy, or process deficiencies.

2) Reducing complaints and resolving officer-involved incidents
Officials reported a noticeable drop in complaints after deploying BWCs. One explanation provided is that the mere presence of a camera can lead to more civil interactions between officers and the public, and that the act of being recorded tends to elevate behavior on both sides of the camera. Many agencies reported that having video footage of an encounter discourages people from filing false or unfounded complaints against officers saving significant time and money on lengthy investigations and lawsuits. Video can also be used to demonstrate that officers provide constitutional policing on a regular basis and to verify they are doing what they are supposed to be doing in patrol settings.

3) Identifying and addressing operational or performance issues
Officials reported using video footage to provide scenario-based training to evaluate the performance of new officers in the field and identify emerging areas where training or policy revision is needed to maintain or elevate performance related to tactics, communication, and customer service.

4) Evidence collection and documentation
Officials reported that BWCs significantly improve evidence for criminal, civil and internal investigations, and court proceedings. In addition to documenting encounters with the public, video footage provides a record of interrogations and arrests, along with what is witnessed by the officer on the scene. Unlike in-car cameras, BWCs can capture everything at a crime scene. Prosecutors participating in the forum reported that video evidence is particularly helpful in providing evidence in domestic violence cases that can be difficult to prosecute when evidence is sometimes insufficient for trial. Footage can show first-hand the victim's injuries, demeanor, and occasionally even the assault itself. When suspects are shown video footage, they often plead guilty without going to trial. While video footage is frequently captured by bystanders, it often fails to capture necessary details, the events leading up to an incident, or footage from the vantage point of the officer.

Why LensLock

City staff looked at multiple BWC companies that provide similar services. LensLock Inc. is a company that provides BWC and digital evidence storage services for many agencies across the United States.

City staff was able to leverage an existing contract between LensLock Inc. and the City of Rocklin Police Department from 2018 (which contained significantly lower pricing than current market rates) in order to "piggyback" the terms and pricing from that existing contract. The City of Rocklin entered into a contracted agreement with LensLock Inc. after using a competitive process similar to Roseville. Staff recommends utilizing the "piggyback" process, as outlined in RMC 4.12.105, to enter into an agreement with LensLock for BWC services. This approach will result in tens of

thousands of dollars in cost savings to the City. Additionally, the Roseville Police Department has used Lenslock, Inc., for digital evidence storage for several years, and by also utilizing them for the BWC equipment, we will be able to keep existing digital storage infrastructure, further saving the Roseville Police Department significant implementation and storage costs. Implementation of the BWC program is scheduled to commence on August 1, 2021.

FISCAL IMPACT

The total amount of the 5-year agreement is $753,402.25. The annual payment is $150,680.40 and will include 2.9% in interest. The first year cost has been included in the Police Department's Fiscal Year (FY) 2021-22 departmental budget, allocated from the Supplemental Law Enforcement Fund.

ENVIRONMENTAL REVIEW

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

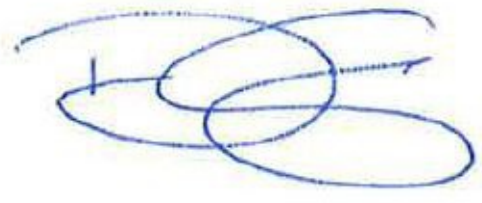
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-306

Master Agreement

RESOLUTION NO. 21-306

APPROVING A MASTER EQUIPMENT AGREEMENT, BY AND BETWEEN LENSLOCK, INC, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Master Equipment Agreement for Body Worn and Dash Cameras, by and between LensLock, Inc, and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, as well as any other documents necessary to effectuate the purpose of the Agreement.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

LENSLOCK ™

Body Worn & Dash Camera
MASTER EQUIPMENT AGREEMENT

Terms & Conditions Agreement

for End User Government Purchasers
(Effective January 1, 2019)

Roseville Police Department - CA

Police Chief Troy Bergstrom

LENSLOCK

LENSLOCK, INC.
MASTER AGREEMENT
CLIENT #21-588

This agreement ("Agreement") is effective as of the date of the last signature below, and is by and between LensLock, Inc. with a primary location at 13125 Danielson St., Suite 112 – Poway, CA 92064 ("LensLock"), and **City of Roseville** hereinafter referred to as "Client", located at 1051 Junction Blvd, Roseville, CA 95678. The parties agree as follows:

LensLock Hard Goods Equipment:

- 150 - Genesis 12 - Body Worn Cameras (BWC) + 15 Gen 12 Brass & Back-up Cams
- 8 - Genesis 12 Compatible Docking Stations
- 165 - Miscellaneous Accessories (magnet plates, molle mounts, & alligator clips)

LensLock Soft Goods Professional Services:

- Unlimited Access to LensLock Online Portal & Customized Mobile App
- Data Storage Options – **Unlimited Data Plan**
- RIPA Software – 1st Year FREE
- 25 Hours of Veritone Redact® Software
- Unlimited Customer Service & On-site Care
- 24 Hour Guaranteed Response via email, phone, and/or text (1 business day)
- 72 Hour Targeted Equipment Replacement (3 business days)

ADDITIONAL TERMS & CONDITIONS:

1. **Fees**. Client agrees to pay financial institution directly on behalf of LensLock, Inc. based on terms listed below:

MONTHLY PAYMENTS:

Acquisition Cost:	$753,402.25	**Term:** Five (5) Years	**First Payment Due:** At Closing
Down Payment:	$0.00	**Payment Mode:** Monthly in Advance	**Payment Amount:** $12,556.70
Trade-in:	$0.00	**Interest Rate:** 2.90%	

QUARTERLY PAYMENTS:

Acquisition Cost:	$753,402.25	**Term:** Five (5) Years	**First Payment Due:** At Closing
Down Payment:	$0.00	**Payment Mode:** Quarterly in Advance	**Payment Amount:** $37,670.11
Trade-in:	$0.00	**Interest Rate:** 2.90%	

OFFICIAL START DATE – July 8, 2021

2. **Term & Payment Schedule**. The initial term of this Agreement is for 60 months – beginning July 8, 2021. The first payment will be due as stated on the agreement. By electing to finance this project, Client benefits from flexible payment options, 2.90% interest, and price protection for the duration of the initial 60-month term.

3. **Terms & Conditions**. The Terms and Conditions outlined in the LensLock, Inc. corporate software license agreement set forth additional rights and obligations, and govern the Services, and are incorporated herein by reference.



LENSLOCK, INC. STANDARD TERMS & CONDITIONS

EQUIPMENT & ONLINE SERVICES

1. Equipment. Under this business model, all Equipment is supplied to Client as part of the master agreement and vendor agrees to train, support, and instruct Client in the proper use of the Equipment. Client understands that ALL the LensLock Equipment described on the second page of this Agreement is included. Client utilizes the Equipment and has the option of a "$1 buy-out" of all Equipment at the end of the initial five-year term as part of the agreement, see Exhibit A for details.
2. Shipping Terms. Deliveries of Equipment, title and risk of loss is assumed by LensLock. Title to any software provided with Equipment remains with LensLock and/or its suppliers. Any claims for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. LensLock reserves the right to make partial shipments.
3. Intellectual Property. As between the parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of same, including creating any derivative works by Client or any third party, is strictly prohibited and violates Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to Client the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of the Agreement for purposes of access and use of the videos and audios produced by the Equipment and in compliance with the Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access to all Client video files for internal testing and quality control assurance purposes.
4. System Operation and Limitations. Equipment is connected to a digital recorder computer and Client shall not use the computer for any other purpose. Client shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from Client's Equipment for the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall endeavor to only release Client's data only to Client, upon Client's authorization, or by legal process. Telephone or internet access is not provided by LensLock and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like Equipment, and the foregoing are the Client's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.
5. LensLock Online Platform Services. Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which, LensLock or its designee central office, shall record and store the images and feeds from Equipment if such Equipment and Online Platform Services have been configured properly. Client acknowledges that signals transmitted from Client's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the communication Equipment. Client authorizes LensLock to access the Client's accounts to input or delete data and programming in connection with the Online Platform Services. If Client requests LensLock to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Client shall pay LensLock a fee for such service. LensLock may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement, in event central station facility or communication network is nonoperational, or in event Client's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with local law requirements. LensLock may, but is not required to, update the Online Platform Services and any software in the Equipment that is capable of OTA updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. Client hereby grants LensLock a non-transferable, royalty-free license to use the data collected and stored within the Online Platform Services solely for Client's benefit and LensLock's internal purposes; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to LensLock and using commercially reasonable efforts to provide Client with the opportunity to seek a protective order or the equivalent (at Client's expense). The parties agree to comply with the user terms and conditions set forth within the Online Platform Services and Privacy Policy therein.



6. Limited Warranty. The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit A (the "Performance Warranty"). Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as a "Defective Equipment". The Performance Warranty shall survive the termination and expiration of the Warranty Period only with respect to any valid claim made by Client by written notice to LensLock prior to termination or expiration of such Warranty Period.
7. System Testing. The parties hereto agree that the Equipment, once installed, is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the system and to notify LensLock if any Equipment is in need of repair. Client agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing promptly after installation of any defect, error or omission in the Equipment or accessing the Online Platform Services.
8. Delete Data. Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming and LensLock shall not be required to service the Equipment and shall cease processing Online Platform Services. Unless otherwise paid for by Client under the terms of this Agreement, LensLock shall not be obligated to hold any Client video or audio stored on the Online Platform Services longer than 90 days past the termination of this Agreement.
9. Data Ownership. LensLock hereby assigns without any requirement of further consideration all right, title, or interest the Vendor may have to the Client's Data, including any original, redacted version, and any and all metadata associated with Client data with all rights to the same. Vendor hereby agrees that the ownership of the data always belongs to the Client, including all associated CAD integrated metadata. Vendor shall not make use of the Client data for any commercial purpose, whether to the benefit of Vendor or a third party, unless approved in advance by Client in writing. Vendor may, from time-to-time, review Client data in order to professionally inspect video and audio quality of Client data. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. Vendor inspection details will appear in any and all audit reports in compliance with CJIS.

GENERAL

10. Governmental Entities. If Client is a governmental, municipal, or quasi-governmental entity, Client represents and warrants to LensLock that: (a) Client has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of Client's governing body, if legally required, to execute and deliver this Agreement and to carry out Client's obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by Client only for governmental or proprietary functions consistent with the scope of Client's authority and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) Client has funds available to pay fees until the end of its current appropriation period, and that Client intends to request funds to make payments in each appropriation period, from now until the end of the term of the Agreement.
11. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. LensLock may accept or reject purchase orders in its sole discretion. Client must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. All prices, models and material specifications are subject to change or withdrawal by LensLock without notice. In the event Client fails to pay Vendor any monies when due, Client shall pay the lower interest of 4 1/2% per month or the amount allowed by applicable law from the date when payment is due on outstanding balances. In addition to any and all remedies available herein or at law, LensLock may suspend all services upon communication to Client for Client's failure to pay invoices when due. If Client exceeds its storage rights on the Online Platform Services, LensLock may increase storage and charge Client the overages in connection with such increases.
12. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for a period as set forth on the second page of the Order, and if not indicated, then a period of five (5) years.
13. Termination. This Agreement may be terminated by either party at the end of each year in the event of a breach or a failure to comply with the terms and conditions of this Agreement, but only after the non-breaching party has provided notice of such breach to comply and such breach remains uncured for sixty (60) days after the breaching party received such notice, but in the event of non-payment, such cure period shall be reduced to five (5) days. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party; provided, however, if such termination by Client, Client shall not be relieved of its remaining payment obligations with respect to the overall five (5) year financial commitment outlined in this Master Service Agreement. Client is responsible for paying for Online Platform Services which were ordered for the remainder of the term. All payments are due within thirty (30) days of termination of this Agreement.



14. WARRANTY DISCLAIMER.

a. LensLock does not represent nor warrant that Equipment or Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. Client acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that Client is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose, that there are no warranties which extend beyond those on the face of this Agreement, and that Client acknowledges that there may be more sophisticated Equipment of which Client may procure on the open market for the same purposes as Equipment.

b. **EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6 ABOVE, (A) LENSLOCK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT IN CONNECTION WITH THE SERVICES AND EQUIPMENT, AND (B) LENSLOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

15. Complete Agreement. This Agreement and any referenced terms herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. LensLock expressly limits acceptance of the Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from Client in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.

16. Security Interest; Credit; Lien Law. In order to secure all indebtedness or liability of Client to LensLock, Client hereby grants and conveys to LensLock a security interest in, and mortgages to LensLock all of Client's Equipment proceeds thereof. LensLock is authorized to file a UCC-1 statement. Client and any guarantor authorize LensLock to conduct credit investigations to determine Client's and guarantor's credit worthiness. LensLock or any subcontractor engaged by LensLock to perform the work or furnish material who is not paid may have a claim against Client which may be enforced against the property in accordance with the applicable lien laws.

17. Force Majeure; Other Events. Neither party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond party's reasonable control.

18. Assignment; Waiver of Subrogation Rights. Client may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. LensLock shall have the right to assign this Agreement and shall be relieved of any obligations created herein upon such assignment. Client on its behalf and any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the parties hereto. Client acknowledges that this Agreement, and particularly those paragraphs relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.

19. Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION FOR ANY REASON. IN NO EVENT SHALL LENSLOCK'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF THE COST OF THE EQUIPMENT AND SIX (6) MONTH'S FEES FOR ONLINE PLATFORM SERVICES IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO THE CLAIM.**

20. Indemnification. To the extent not prohibited by applicable law, Client shall defend, indemnify and hold harmless LensLock (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which LensLock is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Client; (ii) Client's breach of the



Agreement; and (iii) any personal injury, death or damage to real property arising out of Client's use of the Equipment and Online Platform Services.

21. Subcontract. LensLock is not authorized or permitted to subcontract any services to be provided by third parties.
22. Governing Law; Disputes. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods or the transactions contemplated hereunder. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, *San Diego County in the State of California.*
23. Miscellaneous. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of Client only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of Client for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way. Except as prohibited by applicable law, the terms and conditions of this Agreement are confidential information of LensLock, and Client may not distribute this Agreement or disclose any contents hereof to any third party without the express written consent of LensLock.
24. Professional Request. In accordance with CJIS BWC Best Practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies and that those assigned body worn cameras are not "shared" with other officer, deputies, or end users; unless special circumstances are warranted. LensLock requests that Client does not allow "sharing" of body worn cameras as part of Client's standard practice of BWC utilization. In summary, **NO SHARING OF BODY CAMERAS BETWEEN END USERS**.



EXHIBIT A
LIMITED WARRANTY

LENSLOCK EQUIPMENT

LensLock warrants to Client that Equipment is free from defects in material and workmanship for the duration of the service contract ("**Warranty Period**") and subject to the terms set forth herein. In the event Client needs Equipment replaced, LensLock will provide said replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by client. Client pays for shipping fees for product returns and vendor pays for shipping costs for product replacements. It is understood that Vendor will require IT support from Client to ensure services are optimized. Additionally, it is understood that Vendor will set schedule for installation once Client approval is obtained. Because of supply chain demands, Vendor will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and Acts of God beyond the reasonable control of Vendor may prevent performance of meeting said schedule.

BODY CAMERA REFRESH SCHEDULE & BUY-BACK OPTION:

Additionally, it is understood by both parties that **LensLock will refresh all cameras to client every thirty (30) months from the start date listed on page 2 and the Client will receive a brand-new supply of cameras based on the terms of this agreement. It is understood that Client owns the camera Equipment at the end of the initial sixty (60) month term.** Client may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

DASH CAMS REFRESH SCHEDULE & BUY-BACK OPTION:

Additionally, it is understood by both parties that **LensLock will refresh all cameras to client every thirty (30) months from the start date listed on page 2 and Client will receive a brand-new supply of cameras based on the terms of this agreement. It is understood that Client owns the camera Equipment at the end of the initial sixty (60) month term.** Client may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

LENSLOCK ONLINE PLATFORM

LensLock warrants that the Online Platform Services (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

LENSLOCK TEHNOLOGY

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that client desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said client requests (whether hardware related or software related features) will be considered from a number of business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of client requests may be implemented in a reasonable business manner, LensLock may or may not charge client an additional set of fees for any and all new features and functionality associated with service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our clients are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate client requests as they surface.



LENSLOCK

MASTER AGREEMENT SIGNATURE PAGE

CLIENT: City of Roseville, CA – *#21-588*:

Troy Bergstrom – Police Chief

_____

(Name - Title)

_____

(Signature)

_____

(Date)

_____

(Name - Title)

_____

(Signature)

_____

(Date)

VENDOR: LensLock, Inc.:

Jon D. Handy – CEO

_____

(Name - Title)

Jon D. Handy

(Signature)

06/25/21

(Date)

***LensLock Internal Use Only ***	
REVIEW #1 – Janet M. Whittaker	REVIEW #2 – Lacy E. Nasello

COUNCIL COMMUNICATION

CC #: 1575
File #: 0206-03-01

Title:	Villages at Sierra Vista Community Facilities District No. 1, Series 2021 - Bond Issuance
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for, and on behalf of, the City of Roseville Villages at Sierra Vista Community Facilities District (CFD) No. 1 (Public Facilities), approving and directing the execution of a Supplement to Fiscal Agent Agreement, approving the form of the Preliminary Official Statement, approving the sale of such bonds, approving and directing the execution of a Bond Purchase Agreement, and approving other related documents and actions. The attached resolution authorizes the execution and delivery of the following documents required for Villages at Sierra Vista CFD No. 1 (Public Facilities):

- Supplemental Agreement No. 2 to Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement

BACKGROUND

Villages at Sierra Vista CFD No. 1 (Public Facilities) was formed May 2, 2018, with Resolution 18-119. On July 23, 2019, the first series of bonds were issued for $12,540,000. On July 15, 2020, the second series of bonds were issued for $9,835,000. The current outstanding principal balance of the two outstanding series of bonds is $22,330,000.

The 2021 bonds are being issued at the developer's request, in an amount not to exceed $11,500,000 to: (1) construct and acquire certain public facilities of benefit to the CFD; (2) establish a debt service reserve fund for the 2021 bonds, and (3) pay the costs of issuing the 2021 bonds. The 2021 bonds are the third series of bonds being issued for this CFD. The maximum authorized indebtedness for the District is $310,000,000.

FISCAL IMPACT

The CFD generates special taxes paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will 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. Adoption of the resolutions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.36%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): $435,805; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): $10,219,000; and (4) estimated total payment amount (the sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: $19,103,689.

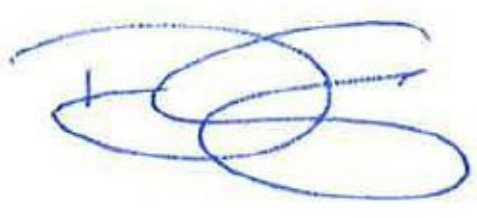
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-297

Preliminary Official Statement

Supplement Fiscal Agent Agreement No. 2

Bond Purchase Agreement

RESOLUTION NO. 21-297

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENT NO. 2 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed $310,000,000 (the "Bond Authorization"); and

WHEREAS, the City previously issued for and on behalf of the District, the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds"), in the initial principal amount of $12,540,000, and the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds"), in the initial principal amount of $9,835,000, which bonds constituted the first and second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue the third series of the special tax bonds pursuant to the Bond Authorization, as described in more detail herein (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of August 1, 2021 (the "Supplemental Agreement"), which supplements and amends the Fiscal Agent Agreement, dated as of July 1, 2019, and Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2020 (collectively, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent; and

WHEREAS, the Supplemental Agreement provides for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has

reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, secured on parity with the 2019 Bonds and 2020 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021" in an aggregate principal amount not to exceed $11,500,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement, as amended.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager/Chief Financial Officer or such other person or persons as any of them may designate (each, an "Authorized Officer"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement**. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking, the form of which is included as part of the Preliminary Official Statement, in substantially such form, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed $11,500,000 or result in an Underwriter's discount in excess of 1.25%, or a true interest cost in excess of 5.25%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the_____day of _____, 2021, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NEW ISSUE-FULL BOOK ENTRY **NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$_____*
CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

Dated: Date of Delivery **Due: September 1, as shown below**

The bonds captioned above (the "2021 Bonds"), are being issued by the City of Roseville (the "City") by and through its Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"). The 2021 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended, including by a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (collectively, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2021 Bonds are being issued to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2021 Bonds, and (iii) pay costs of issuance of the 2021 Bonds. Interest on the 2021 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022. The City has previously issued its $12,540,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds") and its $9,835,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds"). The 2021 Bonds represent the third series of special tax bonds issued for the District, payable on a parity with the 2019 Bonds and 2020 Bonds, and the issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS –Parity Bonds."

The 2021 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2021 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2021 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2021 Bonds from proceeds of the 2021 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in the District and subject to the Special Tax comprises approximately 164 acres planned for 975 residential homes in the Sierra Vista Specific Plan, which is located in the northwest portion of the City. This includes 73 acres planned for 395 residential homes in the original boundary of the District, plus 42 acres planned for 283 residential units that were annexed into the District in 2020 and 49 acres planned for 297 residential units that were annexed into the District in 2021, in each case, from a future annexation area established for the District. John Mourier Construction, Inc. ("JMC Homes") is developing the land in the District for sale to individual homeowners, with the initial 395 planned units constituting phase 1 of the development, the next 283 planned units constituting phase 2, and the next 297 planned units constituting phase 3. The land currently in the District constitutes a portion of a larger development project being undertaken by JMC Homes in the area, and additional land is expected to annex into the District from the future annexation area. As of May 1, 2021 (the date of value for the appraisal described herein), 305 residential units within the District were owned by individual homeowners, with the remainder of the lots owned by JMC Homes. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The 2021 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2021 Bonds. THE 2021 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2021 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2021 Bonds.

The 2021 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Kutak Rock LLP, Irvine, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2021 Bonds will be available for delivery to DTC on or about August ____, 2021.

[Piper logo]

The date of this Official Statement is _____, 2021.

* Preliminary; subject to change.

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

† *Copyright 2021, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data*.

CITY OF ROSEVILLE, CALIFORNIA

City Council*
Krista Bernasconi, *Councilmember (At-Large) and Mayor*
Pauline Roccucci, *Councilmember (At-Large)*
Tracy A. Mendonsa, *Councilmember (District 1)*
Bruce Houdesheldt, *Councilmember (District 3)*
Scott Alvord, *Councilmember (District 5)*

City Staff
Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*
Michelle Sheidenberger, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor
Hilltop Securities Inc.
Encino, California

Special Tax Consultant and Administrator
Willdan Financial Services
Temecula, California

Appraiser
Integra Realty Resources
Sacramento, California

Fiscal Agent
The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

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* The City Council is transitioning from at-large elections to by-district elections, which transition will be completed in connection with the November 2022 election.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2021 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2021 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2021 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2021 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2021 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2021 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

$_____*
CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the "**City**") by and through its Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**") of the bonds captioned above (the "**2021 Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2021 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the County of Placer (the "**County**"), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For additional information on the City and the County, see APPENDIX C.

The District. On March 21, 2018, the City Council of the City (the "**City Council**"), as legislative body of the District, adopted a Resolution of Intention to form the District under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on May 2, 2018, the City Council adopted a Resolution of Formation (the "**Resolution of Formation**"), which established the District

* Preliminary; subject to change.

and a future annexation area for the District (the "**Future Annexation Area**"), set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed $310,000,000. On the same day, an election was held within the District in which the qualified elector in the District, John Mourier Construction, Inc. ("**JMC Homes**"), approved the proposed bonded indebtedness and the levy of the Special Tax. Change proceedings were undertaken in the District in January 2019 to amend the Special Tax Formula, which proceedings were approved by JMC Homes, as the qualified elector in the District. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT".

Development in the District. Property currently in the District and subject to the Special Tax comprises approximately 164 acres planned for 975 residential homes in the Sierra Vista Specific Plan, which is located in the northwest portion of the City. This includes 73 acres planned for 395 residential homes in the original boundary of the District, plus 42 acres planned for 283 residential units that were annexed into the District in 2020 and 49 acres planned for 297 residential units that were annexed into the District in 2021, in each case, from the Future Annexation Area.

JMC Homes is developing the land in the District for sale to individual homeowners, with the initial 395 planned units constituting phase 1 of the development, the next 283 planned units constituting phase 2, and the next 297 planned units constituting phase 3. The land currently in the District constitutes a portion of a larger development project being undertaken by JMC Homes in the area, and additional land is expected to annex into the District from the Future Annexation Area. As of May 1, 2021 (the date of value for the appraisal described herein), 305 residential units within the District were owned by individual homeowners, with the remainder of the lots owned by JMC Homes.

JMC Homes anticipates annexing additional lots into the District from the future annexation area every few years as market conditions warrant. JMC Homes expects that each annexation will contain a similar number of lots as the initial number of lots in the District. However, the timing of each annexation and number of lots in each annexation may vary based on market conditions. Upon annexation of additional lots into the District additional bonds may be issued by the City on a parity with the 2021 Bonds, 2020 Bonds and 2019 Bonds (defined below) upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement (defined below) in order to finance additional infrastructure improvements needed by JMC Homes for the development of the project. See "THE DISTRICT."

Authority for Issuance of the 2021 Bonds. The 2021 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on _____, 2021 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020, and Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (collectively, the "**Fiscal Agent Agreement**") between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2021 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2022. The 2021 Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Registration of Ownership of 2021 Bonds. The 2021 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of 2021 Bonds will not receive physical

certificates representing their interest in the 2021 Bonds. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2021 Bonds. Payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2021 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements,**" as described herein) as part of the development being undertaken by JMC Homes. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements (which include environmental mitigation costs). See "THE IMPROVEMENTS." Proceeds of the 2021 Bonds will also be deposited to a debt service reserve account for the 2021 Bonds, and to pay costs of issuance.

Security and Source of Payment of the Bonds. As security for the payment of the Bonds, a special tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of the Amended Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District (the "**Special Tax Formula**"). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. Pursuant to the Special Tax Formula, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83, and a "Maintenance Special Tax" will be levied and collected beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Special Tax Formula*. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The 2021 Bonds, 2020 Bonds, 2019 Bonds and any Additional Bonds are payable from the "***Special Tax Revenues***," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2021 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. See "–2021 Reserve Account of the Reserve Fund," below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Additional Parity Bonds. The maximum authorized indebtedness for the District is $310,000,000. In 2019, the City issued its $12,540,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds,

Series 2019 (the "**2019 Bonds**"), which was the first series of special tax bonds issued under this authorization, and its $9,835,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "**2020 Bonds**"), which was the second series of special tax bonds issued under this authorization. The 2021 Bonds are the second series of special tax bonds issued under this authorization, and additional series of parity bonds ("**Additional Bonds**") are expected in the future to finance additional infrastructure improvements needed by JMC Homes for the development of the project as additional property is annexed into the District. In addition, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under "– Use of Bond Authorization for Development Impact Fee Deferral Bonds."

The principal amount of the 2021 Bonds has been sized based on the Special Taxes that can be generated from the 297 residential units annexed into the District in 2021 (although all of the Special Taxes levied in the District are pledged to the 2021 Bonds, 2020 Bonds, 2019 Bonds and any Additional Bonds, on a parity basis). Additional Bonds are expected to be issued in multiple series for Improvements as additional property in the future annexation area is annexed into the District. For the purpose of financing the Improvements, Bonds are expected to be issued in an aggregate principal amount of approximately $110,000,000, including the 2021 Bonds, 2020 Bonds, and 2019 Bonds. This approximate principal amount does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral for property in the District. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

The District may issue Additional Bonds secured by Special Tax Revenues on parity with the 2021 Bonds, 2020 Bonds and 2019 Bonds, upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Any future bonds issued for the District and secured on parity with the 2021 Bonds, 2020 Bond and 2019 Bonds (herein, "**Additional Bonds**" and collectively with the 2021 Bonds, 2020 Bonds and 2019 Bonds, the "**Bonds**") are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the Bonds are allowed. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Parity Bonds."

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by JMC Homes and merchant builders will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2019 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2019 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2021 Reserve Account of the Reserve Fund. In connection with the issuance of the 2019 Bonds, a Reserve Fund (the "**Reserve Fund**") was established under the Fiscal Agent Agreement, and within the Reserve Fund separate accounts are established for each series of Bonds. Accordingly, a reserve account for the 2019 Bonds was established within the Reserve Fund (the "**2019 Reserve Account**"), a reserve account for the 2020 Bonds was established within the Reserve Fund (the "**2020 Reserve Account**"), and a reserve account for the 2021 Bonds will be established within the Reserve Fund (the "**2021 Reserve Account**"). Amounts in the 2019 Reserve Account and 2020 Reserve Account are available solely for the payment of debt service on the 2019

Bonds and 2020 Bonds, respectively, while amounts in the 2021 Reserve Account are available solely for the payment of debt service on the 2021 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Reserve Fund." If there are additional delinquencies after depletion of funds in the 2021 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2021 Bonds or supplement the 2021 Reserve Account of the Reserve Fund.

Appraised Value of Property. Property in the District is security for the Special Tax which secures the Bonds. The City authorized the preparation of an appraisal for the 975 lots currently within the District, with a date of value of May 1, 2021, which sets forth an aggregate not-less-than appraised value of $251,323,000 as of such date. The valuation assumes certain proceeds from the 2021 Bonds (but not any Additional Bonds that may be issued in the future) are available to reimburse for certain completed infrastructure improvements and accounts for the impact of the lien of the Special Tax and adds the estimated bond amount to the value of property. See "THE IMPROVEMENTS." In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2021 Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the 2021 Bonds are anticipated to be completed in 2021. See "VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal" and APPENDIX B.

The appraised value of property in the District is ____* times the $_____* aggregate principal amount of the Bonds (and overlapping general obligation bond debt of $_____). This is an average, and individual parcels may vary widely from the average. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios."

Development of land in the District is well underway by JMC Homes, with 305 homes owned by individual homeowners as of May 1, 2021 (the date of value for the appraisal) and an additional _____ homes that have sold and closed to individual homeowners as of June ___, 2021. See "THE DISTRICT – Development in the District" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Risks of Investment; COVID-19. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2021 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by JMC Homes in this Official Statement will be accomplished. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including JMC Homes, to pay the Special Taxes securing the 2021 Bonds. See "SPECIAL RISK FACTORS – COVID-19 Pandemic."***

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2021 Bonds. The 2021 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if

* Preliminary, subject to change.

any, on the 2021 Bonds is a general debt, liability or obligation of the City. The 2021 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2021 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2021 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of 2021 Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to 2021 Reserve Account of the Reserve Fund(1)	
Costs of Issuance(2)	
Total	$

(1) Equal to the Reserve Requirement for the 2021 Bonds.
(2) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2021 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On March 21, 2018, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on May 2, 2018, the City Council adopted the Resolution of Formation, which established the District and the Future Annexation Area, set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed $310,000,000. On the same day, an election was held within the District in which the qualified elector in the District, JMC Homes, approved the proposed bonded indebtedness and the levy of the Special Tax. Change proceedings were undertaken in the District in January 2019 to amend the Special Tax Formula, which proceedings were approved by JMC Homes, as the qualified elector in the District. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below and APPENDIX A.

The principal amount of the 2021 Bonds has been sized based on the Special Taxes that can be generated from the 297 residential units annexed into the District in 2021 (although all of the Special Taxes levied in the District are pledged to the 2021 Bonds, 2020 Bonds, 2019 Bonds and any Additional Bonds, on a parity basis). Additional Bonds are expected to be issued for Improvements as additional property in the future annexation area is annexed into the District. For the purpose of financing the Improvements, Bonds are expected to be issued in an aggregate principal amount of approximately $110,000,000, including the 2021 Bonds, 2020 Bonds and 2019 Bonds. This approximate principal amount does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral for property in the District. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

Description of the Bonds

Bond Terms. The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2021 Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Interest on the 2021 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2022. The principal of the 2021 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2021 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"), and will be available to ultimate purchasers under the book-entry system

maintained by DTC. Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2021 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2021 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the 2021 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2021 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2021 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2021 Bond, interest is in default thereon, such 2021 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term 2021 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

* Preliminary; subject to change.

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables will be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds. In the event of a Prepayment, the City shall determine the allocation of prepayment proceeds among the 2021 Bonds, 2019 Bonds and Additional Bonds (if any).

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2021 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2021 Bond to be redeemed or will state that all 2021 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, will state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and will require that such 2021 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2021 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2021 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2021 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the City will select the 2021 Bonds to be redeemed, from all 2021 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate that results in relatively uniform debt service. Upon surrender of 2021 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2021 Bond or 2021 Bonds, of the

same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption are deposited in the Bond Fund, such 2021 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2021 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2021 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2021 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2021 Bond or 2021 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2021 Bond or 2021 Bonds, for a like aggregate principal amount of 2021 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2021 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2021 Bonds for redemption or (ii) with respect to a 2021 Bond after such 2021 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2021 Bonds, 2020 Bonds, 2019 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the "**Special Tax Revenues**"). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the "**Special Tax Administrator**") and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See "Special Tax Methodology" below and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Facilities Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the

rate and methodology set forth in the Special Tax Formula. See "Special Tax Methodology" below. See also "APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See "SPECIAL RISK FACTORS – Tax Delinquencies" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Special Tax Formula, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83, and a "Maintenance Special Tax" will be levied and collected beginning in the Transition Year. For the definition of "Transition Year" and related matters, see APPENDIX A. *Only the "Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Special Tax Formula*. *Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs of the District for the upcoming Fiscal Year. The "**Annual Facilities Costs**" includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

(i) Debt Service to be paid from Facilities Special Taxes;

(ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;

(iii) Administrative Expenses for such Fiscal Year;

(iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in the current or any previous Fiscal Year, to the extent not already included in the calculation of Annual Facilities Costs;

(v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected to

occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Facilities Special Tax. The Special Tax Formula designated five "original parcels," corresponding to five separate development areas within the District, and additional parcels that are annexed into the District over time. Each fiscal year, the City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within each zone within the District pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Facilities Special Tax unless a "trade" resulting in no loss of Facilities Special Tax revenue can be made, as described in the Special Tax Formula.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "SPECIAL RISK FACTORS."

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83. Transition Year means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and Transition Event means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2083-84. Initial Bonding Period means the period in which Bonds are outstanding which financed or refinanced Authorized Facilities costs other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Special Tax Formula provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Special Tax Formula set forth in APPENDIX A.

Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

For the _____ low-density-residential (LDR) units in the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2020-21 equals $1,872.72 per unit, while for the _____ planned medium-density-residential (MDR) units in the initial boundary of the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2020-21 equals $1,664.64 per unit. However, these amounts are subject to adjustment based upon the actual number of units built (in the event that less homes are built than are expected in the Special Tax Formula). The Maximum Annual Facilities Special Tax (as defined in the Special Tax Formula) shall escalate by 2% per year until the Transition Event, and thereafter shall no longer be levied. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and for a table showing the expected land uses and assigned Maximum Special Taxes, see "Attachment 2" in such Appendix.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all "Developed Parcels" in the District receive a levy. If additional amounts are needed, a levy is made against each "Small Lot Tentative Map Parcel" in the District, then each "Large Lot Parcel" in the District, then each "Undeveloped Parcel" in the District. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the "Annual Facilities Costs" (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See "THE IMPROVEMENTS" and "APPRAISAL OF PROPERTY WITHIN THE DISTRICT." See also "SECURITY AND SOURCES OF

PAYMENT FOR THE BONDS – Special Tax Methodology" above. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" for a copy of the Special Tax Formula.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund. See "THE IMPROVEMENTS – Construction and Acquisition of the Improvements."

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the

Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than $5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the 2021 Bonds benefit from the 2021 Reserve Account within the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the 2021 Bonds are significant enough to completely deplete the 2021 Reserve Account within the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the 2021 Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the 2021 Bonds, 2020 Bonds, 2019 Bonds and any Additional Bonds, and to replenish the reserve accounts established for each respective series of Bonds in the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption "– Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2021 Reserve Account of Reserve Fund

A Reserve Fund has been established under the Fiscal Agent Agreement, and within the Reserve Fund, separate accounts are being established for each series of Bonds. Accordingly, the 2019 Reserve Account was established for the 2019 Bonds, the 2020 Reserve Account was established for the 2020 Bonds, and the 2021 Reserve Account is being established for the 2021 Bonds. Amounts in the 2019 Reserve Account and in the 2020 Reserve Account are available solely for the payment of debt service on the 2019 Bonds and 2020 Bonds, respectively, while amounts in the 2021 Reserve Account are available solely for the payment of debt service on the 2021 Bonds. If there are additional delinquencies after depletion of funds in the 2021 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2021 Bonds or supplement the 2021 Reserve Account of the Reserve Fund.

Upon delivery of the 2021 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2021 Reserve Account of the Reserve Fund so that the amount therein equals the "**Reserve Requirement**," which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2021 Bonds, 2020 Bonds and 2019 Bonds shall not increase after the date of issuance of the 2021 Bonds, 2020 Bonds or 2019 Bonds, respectively;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

*"**Qualified Reserve Fund Credit Instrument**"* means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund (and within the Improvement Fund, accounts corresponding to respective series of Bonds), which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to JMC Homes or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

Parity Bonds

The Resolution of Formation authorizes the issuance of up to $310,000,000 of special tax bonds for the District. In 2019, the City issued $12,540,000 initial principal amount of 2019 Bonds and in 2020, the City issued $9,835,000 initial principal amount of 2020 Bonds. The 2021 Bonds represent the third series of special tax bonds issued under the authorization. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Additional Bonds payable from Special Taxes and secured by the Special Tax Revenues on a parity with the Bonds, as development progresses in the District and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) Both of the following conditions are met:

(A) *Regarding All Parcels in the District:* The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by

a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available Fiscal Year.

(B) *Regarding Recently Annexed Parcels:* The aggregate value of the Recently Annexed Parcels, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the Attributable Principal Amount of all Bonds then Outstanding, plus (2) the Attributable Principal Amount of the Additional Bonds proposed to be issued, plus (3) the amount of any bonds then outstanding and payable from assessments which are a lien against the Recently Annexed Parcels, plus (4) the allocation of Other Mello-Roos Bonds determined to be applicable to the Recently Annexed Parcels.

As used herein, "*Recently Annexed Parcels*" means all parcels in the District subject to the Special Tax which were annexed into the District following the closing date for the then-most recently issued series of Bonds, and "*Attributable Principal Amount"* means for the Bonds or any Additional Bonds, calculated separately, an amount equal to the aggregate outstanding principal amount of such Bonds and Additional Bonds multiplied by a fraction, the numerator of which is the amount of special taxes that will be levied for such Bonds and Additional Bonds on Recently Annexed Parcels in the first fiscal year in which the levy includes debt service for the applicable series of Additional Bonds, and the denominator of which is the total amount of special taxes that will be levied for the Bonds and Additional Bonds on all parcels of land in the District against which the special taxes are levied to pay the Bonds and Additional Bonds in such fiscal year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by JMC Homes will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2019 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2019 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULES

The annual debt service on the 2021 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement, together with the annual debt service on the 2019 Bonds and 2020 Bonds, in each case, assuming no early redemptions, is set forth below.

City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Parity Debt Service
(2019 Bonds, 2020 Bonds, and 2021 Bonds)

Year Ending (Sept. 1)	2019 Bonds Debt Service	2020 Bonds Debt Service	2021 Bonds Principal	2021 Bonds Interest	2021 Bonds Debt Service	Total Parity Debt Service
2021	$647,525.00	$449,350.00				
2022	661,325.00	457,850.00				
2023	674,825.00	466,050.00				
2024	688,025.00	473,950.00				
2025	700,925.00	485,750.00				
2026	713,525.00	491,950.00				
2027	726,775.00	502,750.00				
2028	744,025.00	511,750.00				
2029	759,750.00	525,000.00				
2030	774,750.00	537,250.00				
2031	786,950.00	543,500.00				
2032	803,450.00	559,000.00				
2033	818,800.00	570,400.00				
2034	838,000.00	581,000.00				
2035	852,000.00	590,800.00				
2036	869,500.00	604,800.00				
2037	890,250.00	612,800.00				
2038	904,000.00	625,000.00				
2039	926,000.00	641,200.00				
2040	940,750.00	651,200.00				
2041	963,500.00	665,200.00				
2042	983,750.00	678,000.00				
2043	1,001,500.00	694,600.00				
2044	1,021,750.00	704,800.00				
2045	1,039,250.00	723,800.00				
2046	1,064,000.00	736,200.00				
2047	1,085,500.00	752,200.00				
2048	1,103,750.00	766,600.00				
2049	1,128,750.00	779,400.00				
2050	--	795,600.00				
2051	--	--				
Total						

Source: Fiscal Agent for 2019 Bonds and 2020 Bonds; Underwriter for 2021 Bonds.

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan ("**SVSP**") is the primary land use, policy and regulatory document used to guide development of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the SVSP at adoption, and is a component of the SVSP. The full text of the SVSP is available on the City's website.

Land Use Concept. The SVSP is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the SVSP area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP's employment and service uses are intended to complement and further diversify the City's employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP's neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP's parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife

movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The SVSP area is statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 gross acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

THE DISTRICT

Location and Description of the District and the Immediate Area

General. JMC Homes is developing approximately 164 acres of property into 975 residential units within the current boundary of the District (395 units in the original District boundary, plus 283 units annexed in 2020 and 297 units annexed in 2021); additional annexations are expected in the future. The District is located in the SVSP area, which is in the northwest portion of the City. Property in the District is within the Center Joint Unified School District. The property was annexed into the City in 2010 when the property was owned by Mourier Investments, LLC ("**MILLC**"), an investment affiliate of JMC Homes. Areas of future annexation into the District are currently owned by MILLC and/or JMC Homes and consist of approximately 508 acres of property. The land owned by JMC Homes and MILLC in the SVSP area is generally level topography, currently with large open annual grassland areas. The SVSP has targeted a majority of the creek corridors, and a portion of the seasonal wetlands, for preservation in permanent open space. High-voltage power lines run adjacent to certain land in the District. See "THE SIERRA VISTA SPECIFIC PLAN" above.

Map. A map showing the entire project, including both the initial boundary of the District and the areas in the Future Annexation Area, is shown on the following page. The pages following thereafter provide aerial overviews of portions of land within the District; the aerials do not show all of the property in the District.

[Reserved for location area map]

[Reserved for boundary map]

[Aerial map]

Entitlements and Development

JMC Homes has provided the following information with respect to entitlements and current and anticipated development of land in the District. No assurance can be given that all information is complete. No assurance can be given that development of land in the District will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreements described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Overview. As noted above, development within the current District boundary is anticipated by JMC Homes to be consistent with the SVSP land uses, which primarily consist of low-density and medium-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See "THE SIERRA VISTA SPECIFIC PLAN" above.

MILLC and JMC Homes currently own approximately 677 acres in the SVSP area, which is approved for development in the SVSP for 2,839 residential units and 25.3 acres of non-residential (retail/office) uses. Property currently in the District and subject to the Special Tax comprises approximately 164 acres planned for 975 residential homes. This includes 73 acres planned for 395 residential homes in the original boundary of the District, 42 acres planned for 283 residential units that were annexed into the District in 2020, plus 49 acres planned for 297 residential units that were annexed into the District in 2021. JMC Homes is a homebuilder and expects to build-out the entirety of the 975 residential units in the current boundary of the District over time.

Entitlements. The entitlements permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the final map conditions. The land received full land use approval in 2010, including, but not limited to, approval of Specific Plan Zoning and Development Agreements, and subsequently received a Section 404 (wetlands) permit, California Water Board Section 401 Certification, and U.S. Fish and Wildlife Service Biological Opinion.

Phase 1 (Original District). With respect to the 395 lots that were part of the initial District boundary (referred to as phase 1), these lots received a grading permit and site improvement plans from the City in 2018 and 2019. Site development for these 395 lots commenced in May 2018 and concluded in April 2019 for JM-2A, JM-3A and JM-20A and in February 2020 for JM-4 with all of the improvements accepted by the City.

Phase 2 (2020 Annexation). With respect to the 283 lots that annexed into the District in 2020, site development commenced in May 2020 and all the improvements have now been accepted by the City.

Phase 3 (2021 Annexation). With respect to the 297 lots that annexed into the District in 2021, site development/construction commenced in April 2021 and the small lot final maps are set to record by May/June 2021. Site development is expected to be completed and accepted by the City in December 2021.

Future Phases. Property in the Future Annexation Area encompasses approximately 508 acres, planned for development into an additional 1,843 residential units; these parcels are not currently in the District and are therefore not currently subject to the Special Tax

securing the Bonds. JMC Homes anticipates annexing additional lots into the District every few years as market conditions warrant, however, the timing of each annexation and number of lots in each annexation may vary based on market conditions. Further, the City and JMC Homes could choose to create new community facilities districts or separate improvement areas for land within the Future Annexation Area.

Development and Building Permits by Phase. The following tables show the entitlements for all of the land owned by MILLC and JMC Homes in the SVSP. As shown in the tables, the Phase 1, Phase 2 and Phase 3 parcels are all currently located within the boundary of the District and subject to the Special Tax securing the Bonds; territory remaining in the Future Annexation Area is anticipated to annex to the District in the future.

Table 1
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)

Current District Boundary (as of May 1, 2021) – Owned by JMC Homes

Village (Parcel)	Land Use	Acres	Planned Units	Building Permits
Phase 1				
JM-2A	LDR	15.3	92	85
JM-3A	LDR	19.5	83	82
JM-4	LDR	25.6	132	115
JM-20A	MDR	12.4	88	83
	Sub-Total	***72.8***	***395***	***365***
Phase 2				
JM-2B	LDR	14.40	95	74
JM-3B	LDR	10.63	44	44
JM-20B	MDR	9.50	75	6
JM-20 Phase 3.1A	MDR	7.70	69	69
	Sub-Total	***42.23***	***283***	***193***
Phase 3				
JM-20 Phase 3.1B	MDR	4.7	39	--
JM-21	LDR	18.2	80	--
JM-40	MDR	5.7	35	--
FD-10	MDR	20.5	143	--
	Sub-Total	***49.1***	***297***	*** -- ***
	Total	***115.03***	***975***	***558***

Future Annexation Area (Not in District as of May 1, 2021) – Owned by MILLC and JMC Homes

Village (Parcel)	Land Use	Acres	Planned Units
JM-1	LDR	17.00	135
JM-30	HDR	7.51	159
JM-41	CC	13.48	--
FD-6	LDR	14.37	95
FD-7	LDR	8.80	57
FD-8A	LDR	16.21	78
FD-8B	LDR	18.82	86
FD-21	MDR	24.39	197
FD-23	MDR	17.40	143
FD-24	MDR	10.71	84
FD-32	HDR	8.90	178
FD-33 (1/2 owner)	HDR	4.30	86
FD-41	CMU	5.92	40
CO-1	LDR	17.38	86
CO-2A	LDR	14.04	71
CO-2B	LDR	14.65	73
CO-3	LDR	17.16	78
CO-20	MDR	11.61	84
CO-21	MDR	9.15	70
CO-22	MDR	6.01	43
CO-41	CC	0.16	--
Parks / OS / ROW / Other	Misc.	249.82	--
	Total	***507.79***	***1,843***

Development Agreements

General. MILLC entered into Development Agreements, dated June 18, 2010 ("**Development Agreements**") with the City in accordance with applicable state and local codes. The Development Agreements vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Sierra Vista Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreements as well as the SVSP. The Development Agreements were entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 802.

Development Agreements are the primary implementation tools for the SVSP and are intended to create a binding contract between the City and MILLC and their assigned successors in interest, which set forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and MILLC, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the SVSP entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreements have a 30-year term, run with the property, and may be modified only by mutual consent of the City and landowner and in

a manner consistent with the SVSP. With the Development Agreements in place, subject to compliance with the terms of the Development Agreements, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreements for property in the District are consistent with the SVSP as described under the caption "THE SIERRA VISTA SPECIFIC PLAN" and summarized above.

Improvements. The Development Agreements set forth the responsibility of MILLC and its successors (including JMC Homes) for a portion of the costs of certain public improvements required for its development within the SVSP, including an electric substation. The dedication of the electric substation site occurred on May 26, 2017, and JMC Homes has satisfied its obligations with respect to it. JMC Homes does not believe any of these improvements – including completion of the electric substation by the City – will impair its ability to timely obtain building permits.

Funding of the Improvements with the 2021 Bonds and Additional Bonds proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreements. See Table 6 herein for a sources and uses table. The improvements not funded from the 2021 Bonds and Additional Bonds or Special Taxes are required to be funded by JMC Homes. See "THE IMPROVEMENTS" below.

No Affordable Units. There are no affordable unit requirements for the land in the current District boundary.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 060243, with an effective date of November 2, 2018), the developable portions of the property in the project area (including land in the District) are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains).

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the project, however the impact has been mitigated by the landowner. No additional environmental permits are required to be obtained.

Seismic Conditions. The property expected to be developed as part of the project (including land in the District) is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Wildfire Hazards. Land in the District is not located in a High or Very High Fire Hazard Severity Zone (FHSZ), as defined by CAL FIRE.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

JMC Homes has provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of JMC Homes or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Current Property Owners in the District

As of May 1, 2021 (the date of value of the Appraisal), JMC Homes had 15 model homes built and open to the public. The model homes are located in JM-2A, JM-3A, JM-4 and JM-20A, within phase 1 of the development, but available to serve phase 1 and phase 2 production. Sales are currently underway within phase 1 and phase 2 of the development. JMC Homes estimates that the last of the 395 homes planned for phase 1 of the development will be completed and sold to individual homeowners by early 2023, while the last of the 283 homes planned for phase 2 of the development are expected to be completed and sold to individual homeowners by Fall of 2024. JMC will construct nine model homes to be located in FD-10 and JM-21 and expect to open to the public by early 2022. JM-20 Phase 3.1B and JM-40 will use the models located in JM-20A Phase 1. Sales for the 297 homes to individual homeowners are expected to begin in early 2022.

The following table shows ownership and value-to-lien ratios for parcels in the District as of May 1, 2021 (the Appraiser's date of value). As of June 15, 2021, _____ homes have closed to individual homeowners.

Table 2
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Ownership by District and Tax Status as of May 1, 2021

Ownership [1] / Tax Status [2]	No. of Parcels	No. of Units [3]	Appraised Value[4]	FY 2020-21 Maximum Facilities Tax [5]	Projected FY 2020-21 Facilities Special Tax Levy [6][7] *	Allocable CFD Bonds [8][9] *	% of Total CFD Bonded Debt [9]	Overlapping Debt [10]	Total Direct & Overlapping Debt *	Average Value to Lien Ratios [9] *
Individual Homeowners – Developed	305	305	$157,505,000	$565,836	$565,836	$11,123,592	33.9%	$585,295	$11,708,887	13.45
JMC Homes										
Completed Homes	15	15	$7,408,000	$27,804	$27,804	$546,583	1.7%	$78,510	$625,093	11.85
Homes Partially Completed [12]	179	179	35,702,353	331,309	331,309	6,513,101	19.8%	47,164	6,560,265	5.44
Final Map Lots	179	179	24,074,528	320,909	320,909	6,308,654	19.2%	47,017	6,355,671	3.79
Tentative Map Parcels [7]	5	297	26,633,119	521,265	424,142	8,338,070	25.4%	73,157	8,411,227	3.17
Total	**683**	**975**	**$251,323,000**	**$1,767,123**	**$1,670,000**	**$32,830,000**	**100.0%**	**$831,143**	**$33,661,143**	**7.47**

* *Preliminary, subject to change*.

(1) Ownership as of May 1, 2021.
(2) Tax Status as of April 30, 2021. For the fiscal year 2021-22 Special Tax levy, Developed Parcels consist of all District parcels for which a Final Small Lot Subdivision Map was recorded before May 1, 2021 while Tentative Map Parcels consist of all parcels included in a Small Lot Tentative Map that were approved before May 1, 2021 and which have not yet become a Developed Parcel.
(3) Planned number of residential lots per the Sierra Vista Specific Plan.
(4) Appraised Values as of May 1, 2021.
(5) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.
(6) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.
(7) The Projected FY 2021-22 Special Tax Levy consists of the 678 single family residential lots to be taxed at 100% of the Maximum Special Tax while the 297 entitled single family units within Annexation No. 2 are expected to be taxed at a Special Tax rate of approximately 81%* of the Maximum Special Tax.
(8) Represents the outstanding balance of the 2019 Bonds and the 2020 Bonds of $12,495,000 and $9,835,000 together with the estimated par amount of $10,500,000* of the 2021 Bonds.
(9) This table allocates the CFD Debt based upon each parcel's share of the District's Projected FY 2021-22 Special Tax Levy. Since the amount of the District's Projected Special Tax Levy results in the District's Final Map ("Developed") Property to be levied at the Maximum Special Tax while the District's Tentative Map Property is projected to be levied less than the Maximum Special Tax, less CFD Bonded Debt is allocated to these areas of the District in comparison to the developed portions of the District. This debt allocation causes the Value-to-Lien Ratios of the District's Tentative Map Property in this table to be higher than if CFD Debt was instead allocated based upon each parcel's share of the District's Maximum Special Tax.
(10) Overlapping debt liens of the District parcels as of June 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.
(11) Represents homes within District sold to individual homeowners as of May 1, 2021 per Appraiser and JMC Homes
(12) A partially completed home represents a single family lot upon which a building permit has been issued together with construction towards the completion of either the structure's footings or more.

Sources: Ownership and Number of Units - JMC Homes and Integra Realty Resources, Inc.; Tax Status and Final Map Recordation - County Assessor Maps and JMC Homes; Appraised Value - Integra Realty Resources, Inc; Projected Special Tax Levy - Willdan Financial Services and Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services

Information Regarding JMC Homes

JMC Homes has been doing business in the greater Sacramento area as a homebuilder since 1978. It has averaged annual new homes sales volume in excess of $110 million for the past five years and is currently ranked as the 103rd largest homebuilder by *Builder Online*. It is currently building and selling homes in Roseville, Rocklin, Folsom, Lincoln and Marysville in the Sacramento area. *JMC Homes' website address is http://www.jmchomes.com. The website address is given for reference and convenience only, the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

Current and Proposed Development by JMC Homes

Overview. As noted above, development within the initial District boundary has so far been, and is anticipated by JMC Homes to continue to be, consistent with the SVSP land uses, which primarily consist of low-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See "THE SIERRA VISTA SPECIFIC PLAN" above.

Subdivision Maps. The current configuration of parcels in the District, together with final map status, is set forth in the following table.

Table 3
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Tentative Map and Final Map Status for Taxable Residential Parcels in the District

Large-Lot Parcel	Village	Land Use	Planned Units	Tentative Map Approval Date	Small Lot Final Map Record Date
Phase 1					
JM-2A	Monument	LDR (Residential)	92	12/12/2013	12/27/2018
JM-3A	Pinnacle	LDR (Residential)	83	12/12/2013	12/27/2018
JM-4A/4B	Sentinel	LDR (Residential)	132	12/12/2013	8/23/2019
JM-20A	Palisade	MDR (Residential)	88	12/12/2013	12/27/2018
		Sub-Total	**395**		
Phase 2/3					
JM-2B	Monument	LDR (Residential)	95	1/9/2019	5/4/2020
JM-3B	Pinnacle	LDR (Residential)	44	1/9/2019	5/4/2020
JM-20B	Palisade	MDR (Residential)	75	1/9/2019	5/4/2020
JM-20 Phase 3.1A	Palisade	MDR (Residential)	69	1/9/2019	7/1/2020*
		Sub-Total	**283**		
Phase 3					
JM-20 Phase 3.1B	Palisade	MDR (Residential)	39	1/9/2020	May/June 2021
JM-21	TBD	LDR (Residential)	80	1/9/2020	May/June 2021
JM-40	Palisade	MDR (Residential)	35	12/10/20	May/June 2021
FD-10	TBD	MDR (Residential)	143	2/25/21	May/June 2021
		Sub-Total	**297**		
		Total	**975**		

* Date of final map approval by the City Council.
Source: JMC Homes.

In-Tract Improvements. In addition to the Improvements described below, subdivision in-tract improvements have been underway at the project since 2018. With respect to the 678 units planned for phases 1 and 2, in-tract improvements are complete and accepted by the City. With respect to the 297 units planned for phase 3, in-tract improvements began in May 2021 and are expected to be completed in December 2021.

Backbone Infrastructure. With respect to the 678 units planned for phases 1 and 2, JMC Homes completed all basic (sometimes referred to as "backbone") infrastructure required for development of the initial 395 homes and the 283 units in the first annexation in the District (including major roads and offsite improvements), and was accepted by the City on May 17, 2019 for phase 1 and January 20, 2021 for phase 2, respectively.

With respect to the 297 units planned for phase 3, JMC Homes is utilizing much of the same backbone improvements that serve the 678 units in phases 1 and 2. Additional backbone infrastructure to be built as part of phase 3 consists of a portion of Vista Grande Boulevard, Market Street, Westbrook Boulevard, Upland Drive, and Fiddyment Road, which is expected to be completed by October 2021.

Upon completion of various components of such infrastructure, JMC Homes is eligible to be reimbursed for the cost thereof from proceeds of the Bonds as provided in an acquisition agreement entered into with the City, provided such proceeds are available.

JMC Homes is responsible for the cost of construction of the infrastructure improvements and other costs required for the initial District boundary and the Future Annexation Area. Proceeds of the Bonds and any additional bonds will provide a portion of the cost of improvements and the remainder will be contributed by JMC Homes. See "THE IMPROVEMENTS – Estimated Cost of the Improvements". Bonds for the District are expected to be issued on a parity with the 2021 Bonds, 2020 Bonds and 2019 Bonds in multiple series as development progresses and annexation of land into the District occurs. The pace of home construction in the District will be determined by JMC Homes, largely by market conditions and demand for homes.

Utilities. All typical urban utility services for finished lots are available at the lots or will be extended to the lots within the District. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

Model Homes and Production Homes. As of May 1, 2021 (the date of value of the Appraisal), JMC Homes had 15 model homes built and open to the public. The model homes are located in JM-2A, JM-3A, JM-4 and JM-20A, within phase 1 of the development, but available to serve phase 1 and phase 2 production. Sales are currently underway within phases 1 and 2 of the development, and as of May 1, 2021, 305 homes have sold to individual homeowners and 179 were in escrow. JMC Homes estimates that the last of the 678 homes planned for phases 1 and 2 of the development will be completed and sold to individual homeowners by fall 2021, while the last of the 297 homes planned for phase 3 of the development will be completed and sold to individual homeowners by spring of 2025.

However, no assurance can be given that such timing will be accomplished, particularly in light of the current impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including JMC Homes, to pay

the Special Taxes securing the 2021 Bonds. See "SPECIAL RISK FACTORS – COVID-19 Pandemic."

Planned Home Sale Plans and Sizes. The following table sets forth JMC Homes' current expectations with respect to floorplans, sizes and asking base prices for the 975 homes planned for the land currently in the District (phase 1, phase 2 and phase 3). Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that sales prices of the remaining homes in the future annexation areas will equal or exceed the sales prices for the homes in the current District boundary.

Table 4A
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Home Sale Plans, Sizes and Asking Base Prices

INITIAL CFD BOUNDARY (395 LOTS)

				Floorplan Size Range (sf)		
Village	No. of Lots	Completed Models[1]	Project Floorplans	Low	High	Asking Base Prices[2]
Palisade	88	4	8	1,343	2,341	$399,990 – $519,990
Monument	92	4	4	1,645	2,508	$454,990 – $529,990
Sentinel	132	3	3	1,754	2,178	$479,990 – $539,990
Pinnacle (Gated)	83	4	5	2,201	3,004	$549,990 – $672,990
	395					

2020 ANNEXATION (283 LOTS)

				Floorplan Size Range (sf)		
Village	No. of Lots	Completed Models[1]	Project Floorplans	Low	High	Asking Base Prices[2]
Palisade	144	In Phase 1	8	1,343	2,341	$399,990 – $519,990
Monument	95	In Phase 1	4	1,645	2,508	$454,990 – $529,990
Pinnacle (Gated)	44	In Phase 1	5	2,201	3,004	$549,990 – $672,990
	283					

2021 ANNEXATION (297 LOTS)

				Floorplan Size Range (sf)		
Village	No. of Lots	Completed Models	Project Floorplans	Low	High	Asking Base Prices[2]
Palisade	74	In Phase 1	8	1,343	2,341	$399,990 – $519,990
FD-10 (Gated)	143	6 planned	TBD	TBD	TBD	TBD
JM-21 (Gated)	80	3 planned	TBD	TBD	TBD	TBD
	297					

(1) All models for Phase 1, 2 and JM-40 and JM-20 Phase 3.1B are located in Phase 1 of the project.
(2) Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that sales prices of the remaining homes in the future annexation areas will equal or exceed the sales prices for the homes in the current District boundary.
Source: JMC Homes.

Planned Units, Construction and Closings. The following tables sets forth (1) the number of planned units, units under construction and units sold by Village and (2) JMC Homes' construction release and closing summary by Phase and Village, in each case, as of May 1, 2021.

Table 4B
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Units, Units Under Construction and Units Sold by Village (Phases 1, 2 and 3)
As of May 1, 2021[(1)]

Village	Total No. Planned Units	Units Completed and Closed	Units Under Construction and in Escrow	Units Under Construction and Unsold	Units Completed and Unsold[(1)]	Finished Lots not Under Construction	Small Lot Final Map Parcels	Tentative Mapped Parcels
Palisade	306	31	40	8	4	5	75	0
Monument	187	56	25	0	4	7	95	0
Sentinel	132	2	30	3	3	94	0	0
Pinnacle (Gated)	127	38	23	4	4	14	44	0
JM-21 (Gated)	80	0	0	0	0	0	0	80
FD-10 (Gated)	143	0	0	0	0	0	0	143
Totals	**678**	**127**	**118**	**15**	**15**	**120**	**214**	**69**

(1) All of the units completed and unsold consist of the 15 model homes.
Source: JMC Homes.

Table 4C
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Construction Release and Closing Summary by Phase and Village
As of May 1, 2021

			Construction Status					
			Lot Status			Released Units		
No. Building Permits Issued	Description	Total	Under Dev.	Finished Lots	Model Homes	Not Sold	Sold Backlog	Sold & Closed
Phase 1 (Initial Boundary)								
83	JM-20 Phase 1	88	--	5	4	0	0	79
85	JM-2 Phase 1	92	--	7	4	0	0	81
82	JM-3 Phase 1	83	--	5	4	0	0	73
75	JM-4 Phase 1	92	--	32	3	0	29	28
40	JM-4 Phase 2	40	--	0	0	0	15	25
365	**Sub-Total**	**395**	**--**	**49**	**15**	**2**	**46**	**283**
Phase 2 (2020 Annexation)								
74	JM-2 Phase 2	95	--	38	0	0	45	19
44	JM-3 Phase 2	44	--	0	0	3	41	0
6	JM-20 Phase 2	75	--	75	0	0	0	0
69	JM-20 Phase 3.1A	69	--	19	0	0	50	0
193	**Sub-Total**	**283**	**--**	**120**	**0**	**32**	**119**	**12**
Phase 3 (2021 Annexation)								
0	JM-20 Phase 3.1B	39	39	0	0	0	0	0
0	JM-21	80	80	0	3	0	0	0
0	JM-40	35	35	0	0	0	0	0
0	FD-10	143	143	0	6	0	0	0
0	**Sub-Total**	**297**	**297**	**0**	**9**	**0**	**0**	**0**
558	**Total**	**975**	**297**	**169**	**24**	**34**	**165**	**295**

THE IMPROVEMENTS

Eligible Facilities

The Bonds will provide a funding source to JMC Homes for moneys expended for a portion of the cost of the Improvements and for certain JMC Homes fees paid or to be paid by JMC Homes. The eligible Improvements authorized to be funded with proceeds of the Bonds include, but are not limited to, the following:

Transportation Improvements. Public roadway improvements designed to meet the needs of the project, including those improvements identified in the Development Agreement, including but not limited to:

- Federico Drive.
- Fiddyment Road.
- Market Street.
- Santucci Boulevard.
- Summerfaire Drive.
- Silver Spruce Drive.
- Sierra Glen Drive.
- Vista Park Drive.
- Vista Grande Boulevard.
- Westbrook Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements. Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; among others.

Drainage System Improvements. Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development

of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage, among others.

Wastewater System Improvements. Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, among others.

Solid Waste Improvements. Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as described in the project DA, to the SVSP Solid Waste Recycling Center.

Park, Landscape Corridor and Paseo Improvements. Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to construction of Park Sites as identified by the Specific Plan, and construction of Paseos as identified by the SVSP.

Open Space Improvements. Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, among others.

Utilities. Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, among others.

Other Public Facilities and Impact Fees. Authorized facilities includes any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including fire station site reimbursement obligations in the Development Agreement. Authorized facilities also include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee.

Estimated Cost of the Improvements

General. The total estimated cost of the Improvements for the land currently within the District (975 units) is approximately $79.8 million, as shown in the table below. The 2019 Bonds and 2020 Bonds provided a total of approximately $21.7 million of proceeds for the Improvements, while the 2021 Bonds are expected to provide an additional approximately $_____ million*. Additional infrastructure will be required for areas of future annexation and Additional Bonds are expected to be sold in the future.

Table 5
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Summary of Partial Authorized Facilities and Estimated Cost in Current District Boundary

Item	Estimated Total Cost [(1)]
Transportation Improvements	$9,643,222
Potable and Non-Potable Water System Improvements	2,425,164
Drainage System Improvements	3,810,002
Wastewater System Improvements	3,671,763
Parks, Landscape Corridor and Paseo Improvements	3,727,127
Open Space Improvements	5,802,951
Utilities	3,092,339
Other Public Facilities and Impact Fees	47,642,4232
Total	**$79,814,990**

(1) Includes soft cost and contingency.
Source: JMC Homes.

Funding Sources. In connection with the issuance of the Bonds, the City and JMC Homes have previously entered into a Funding, Construction and Acquisition Agreement (the "**Acquisition Agreement**") which provides that JMC Homes will construct (or cause to be constructed or funded) the Improvements and related facilities, and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the Improvements or reimburse JMC Homes for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. JMC Homes will be responsible for the portion of the cost of construction of the Improvements not paid with Bonds.

* Preliminary; subject to change.

The following table shows estimated sources and uses for JMC Homes related to the development and sale of the 975 homes planned for phases 1, 2 and 3 in the District.

Table 6
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Proposed Financing Plan – Phase 1, 2 and 3 (975 Lots)
Calendar Years 2021 through 2025

	Total	As of May 1, 2021	Remainder of 2021	2022	2023	2024	2025
Sources:							
Equity	$18,849,770	$18,849,770	--	--	--	--	--
Bond Proceeds[(1)]	20,517,000	12,442,000	$8,075,000	--	--	--	--
Sales of Homes	338,798,230	52,998,230	64,680,000	$66,280,000	$95,920,000	$47,350,000	$11,570,000
Total Sources	**$378,165,000**	**$84,290,000**	**$72,755,000**	**$66,280,000**	**$95,920,000**	**$47,350,000**	**$11,570,000**
Uses:							
Authorized Facilities[(2)]	$32,352,000	$31,260,000	$1,092,000	--	--	--	--
In-tract Infrastructure	41,700,000	22,550,000	19,150,000	--	--	--	--
Costs of Sales of Homes	189,050,000	30,480,000	36,000,000	$36,090,000	$53,310,000	$26,750,000	$6,420,000
Total Uses	**$263,102,000**	**$84,290,000**	**$56,242,000**	**$36,090,000**	**$53,310,000**	**$26,750,000**	**$6,420,000**
Net Cash Flow	**$115,063,000**	**--**	**$16,513,000**	**$30,190,000**	**$42,610,000**	**$20,600,000**	**$5,150,000**

(1) Preliminary; subject to change.
(2) Excludes "Other Public Facilities and Impact Fees" included in Cost of Sales of Homes.
Source: JMC Homes.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Valuation

A history of assessed valuation of property in the District since Fiscal Year 2019-20 is set forth in the following table.

Table 7
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Historical Assessed Values of the District
Fiscal Years 2019-20 and 2020-21

Fiscal Year	Assessed Land Value	Assessed Structure Value	Assessed Value Total	% Change in Assessed Value Total
2019-20	$6,582,845	--	$6,582,845	N/A
2020-21	$13,963,713	$31,757,644	$45,721,357	595%

Source: Assessed Values - Respective Placer County Secured Property Rolls as compiled by Willdan Financial Services.

The Appraisal

General. Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an appraisal report with a date of value of May 1, 2021 (the "**Appraisal**"). The Appraisal was prepared at the request of the City in order to obtain an additional indication of value of land in the District. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property currently in the District, which is owned by JMC Homes and individual homeowners, and planned for development into 678 single-family residential units. For completed homes that did not have an structural assessed value on the property tax roll, the Appraiser provided a not-less-than value per completed home, based on the smallest floor plan within the applicable subdivision.

Value Estimates. The Appraisal provides a market value, in bulk, of 655 lots that are part of appraised property owned by JMC Homes, a not-less-than value for completed homes owned by individual homeowners and an appraised value for finished homes owned by JMC Homes as of the date of value (based on the hypothetical condition the improvements to be financed by the 2021 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition) of all the land in the District. The property appraised excludes property in the District designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the May 1, 2021 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is not less than $251,323,000.

This aggregate appraised value is further described as follows:

Owner/Subdivision	Value per Parcel	No. of Parcels	Aggregate Value
Individual Homeowners – Completed Homes[(1)]			
Monument	$498,000	100	$49,800,000
Palisade	450,000	79	35,550,000
Pinnacle	600,000	73	43,800,000
Sentinel	535,000	53	28,355,000
Sub-Total		305	$157,505,000
JMC Homes – Finished Homes w/o AVs			
Monument	$473,000	4	$1,892,000
Palisade	428,000	4	1,712,000
Pinnacle	570,000	4	2,280,000
Sentinel	508,000	3	1,524,000
Sub-Total		15	$7,408,000
JMC Homes – Market Value in Bulk		655	$86,410,000
Aggregate Value of Appraised Properties		**975**	**$251,323,000**

(1) Represents not-less-than value, based on the smallest floor plan within each applicable subdivision.

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2021 Bonds are available to reimburse for infrastructure improvements completed.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See "APPENDIX B – THE APPRAISAL."

- The value estimates assume certain proceeds from the 2021 Bonds (but not any Additional Bonds that may be issued in the future) are available to reimburse for certain completed infrastructure improvements and accounts for the impact of the lien of the Special Tax. See "THE IMPROVEMENTS."

- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and

demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk by JMC Homes could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2021 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by JMC Homes or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Development Status and Land Use. The following table sets forth appraised value, maximum special tax, allocable District debt, and average value to lien ratios by status of development, based on the status of development in the District as of May 1, 2021 (the Appraiser's date of value), and on assumptions detailed therein.

Table 8
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios – By Development Status and Land Use

Development Status[1][2]/ Land Use[3]	No of Parcels	Planned Units[3]	Appraised Value[4]	FY 2020-21 Maximum Facilities Tax [5]	Projected FY 2020-21 Facilities Special Tax Levy[6][7]*	Allocable Debt CFD Bonds[8][9]*	% Total CFD Bonded Debt[9] *	Overlapping Debt[10]	Total Direct & Overlapping Debt*	Average Value to Lien Ratios[8]*
Homes Completed & Sold [1][11]										
LDR	226	226	$121,955,000	$431,699	$431,699	$8,486,642	25.9%	$475,931	$8,962,573	13.61
MDR	79	79	35,550,000	134,137	134,137	2,636,951	8.0%	109,364	2,746,315	12.94
Subtotal	305	305	$157,505,000	$565,836	$565,836	$11,123,593	33.9%	$585,295	$11,708,888	13.45
Homes Completed [1]										
LDR	11	11	$5,696,000	$21,012	$21,012	$413,067	1.2%	$57,347	$470,414	12.11
MDR	4	4	1,712,000	6,792	6,792	133,516	0.4%	21,163	154,679	11.07
Subtotal	15	15	$7,408,000	$27,804	$27,804	$546,583	1.6%	$78,510	$625,093	11.85
Homes Partially Completed [1][12]										
LDR	129	129	$26,806,344	$246,412	$246,412	$4,844,145	14.8%	$36,203	$4,880,348	5.49
MDR	50	50	8,896,009	84,897	84,897	1,668,956	5.1%	10,961	1,679,917	5.30
Subtotal	179	179	$35,702,353	$331,309	$331,309	$6,513,101	19.9%	$47,164	$6,560,265	5.44
Final Map Lots [2]										
LDR	80	80	$11,505,230	$152,813	$152,813	$3,004,121	9.1%	$22,715	$3,026,836	3.80
MDR	99	99	12,569,298	168,095	168,095	3,304,533	10.1%	24,302	3,328,835	3.78
Subtotal	179	179	$24,074,528	$320,908	$320,908	$6,308,654	19.2%	$47,017	$6,355,671	3.79
Tentative Lots (Annexation 2) [13]										
LDR	1	80	$8,556,031	$152,814	$124,341	$2,444,385	7.4%	$23,545	$2,467,930	3.47
MDR	4	217	18,077,087	368,451	299,802	5,893,684	18.0%	49,612	5,943,296	3.04
Subtotal	5	297	$26,633,118	$521,265	$424,143	$8,338,069	25.4%	$73,157	$8,411,226	3.17
Total	**683**	**975**	**$251,323,000**	**$1,767,123**	**$1,670,000**	**$32,830,000**	**100.0%**	**$831,143**	**$33,661,143**	**7.47**

Footnotes Follow on Next Page

* Preliminary, subject to change.

(1) Status of home construction as of May 1, 2021 per Appraiser and JMC Homes.
(2) Status of subdivision lot recordation as of May 1, 2021 per JMC Homes.
(3) Land Use and planned number of residential lots per the Sierra Vista Specific Plan.
(4) Appraised Values as of May 1, 2021 includes bulk value of $86,410,000 of certain property owned by JMC Homes. In order for this table to show an average value to lien ratio of each Development Status and Land Use of JMC Home's property, the bulk value of $86,410,000 has been allocated to each of the above categories based upon a discounted cash flow allocation approach suggested by Appraiser.
(5) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.
(6) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.
(7) The Projected FY 2021-22 Special Tax Levy consists of the 678 single family residential lots to be taxed at 100% of the Maximum Special Tax while the 287 entitled single family units within Annexation No. 2 are expected to be taxed at a Special Tax rate of approximately 81%* of the Maximum Special Tax.
(8) The Projected FY 2021-22 Special Tax Levy consists of the 678 single family residential lots to be taxed at 100% of the Maximum Special Tax while the 297 entitled single family units within Annexation No. 2 are expected to be taxed at a Special Tax rate of approximately 81%* of the Maximum Special Tax.
(9) Represents the outstanding balance of the 2019 Bonds and the 2020 Bonds of $12,495,000 and $9,835,000 together with the estimated par amount of $10,500,000* of the 2021 Bonds.
(10) The overlapping debt liens of the District parcels as of June 1, 2021 as summarized under "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.
(11) Represents homes within District sold to individual homeowners as of May 1, 2021 per Appraiser and JMC Homes
(12) A partially completed home represents a single family lot upon which a building permit has been issued together with construction towards the completion of either the structure's footings or more.
(13) Represents all property within the District's Annexation No. 2.

Sources: Appraised Values - Integra Realty Resources, Inc.; Development Status - Appraiser and Developer; Land Use and Number of Units - Sierra Vista Specific Plan; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Appraised Value to Lien Ratio Categories. The appraised value of all taxable property within the District is $251,323,000. The principal amount of the direct and overlapping bonded debt in the District (including the Bonds) is $33,661,143*. Consequently, the estimated value of the taxable property within the District is approximately 7.47* times the principal amount of the direct and overlapping bonded debt. The following table sets forth the appraised value, maximum special tax, projected special tax levy tax and allocable District debt by value to lien ratio range categories.

Table 9
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Average Value to Lien Ratio Categories

Value-to-Lien Ratio Range *	No. of Parcels	No. of Units[1]	Appraised Value[2]	FY 2020-21 Maximum Facilities Tax[3]	Projected FY 2021-22 Special Tax Levy [4][5]*	Allocable CFD Bonds[6][7]*	% Total CFD Bonded Debt[7]	Overlapping Debt[8]	Total Direct & Overlapping Debt*	Average Value to Lien Ratios [7]*
15:1 to 15.99:1	43	43	$25,800,000	$82,137	$82,138	$1,614,715	4.9%	$36,117	$1,650,832	15.63
10:1 to 14.99:1	277	277	139,113,000	511,502	511,502	10,055,461	30.6	627,688	10,683,149	13.02
5:1 to 5.99:1	179	179	35,702,353	331,309	331,309	6,513,101	19.9	47,164	6,560,265	5.44
3:1 to 3.99:1	184	476	50,707,647	842,175	745,051	14,646,723	44.6	120,174	14,766,897	3.43
Total	**683**	**975**	**$251,323,000**	**$1,767,123**	**$1,670,000**	**$32,830,000**	**100.0%**	**$831,143**	**$33,661,143**	**7.47**

* Preliminary, subject to change.
(1) Planned number of residential lots per the Sierra Vista Specific Plan
(2) Appraised Values as of May 1, 2021
(3) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.
(4) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax
(5) The Projected FY 2021-22 Special Tax Levy consists of the 678 single family residential lots to be taxed at 100% of the Maximum Special Tax while the 297 entitled single family units within Annexation No. 2 are expected to be taxed at a Special Tax rate of approximately 81%* of the Maximum Special Tax.
(6) Represents the outstanding balance of the 2019 Bonds and the 2020 Bonds of $12,495,000 and $9,835,000 together with the estimated par amount of $10,500,000* of the 2021 Bonds.
(7) This table allocates the CFD Debt based upon each parcel's share of the District's Projected FY 2021-22 Special Tax Levy. Since the amount of the District's Projected Special Tax Levy results in the District's Final Map ("Developed") Property to be levied at the Maximum Special Tax while the District's Tentative Map Property is projected to be levied less than the Maximum Special Tax, less CFD Bonded Debt is allocated to these areas of the District in comparison to the developed portions of the District. This debt allocation causes each Value-to-Lien Ratio of the District's less developed parcels to be higher than if CFD Debt was instead allocated based upon each parcel's share of the District's Maximum Special Tax.
(8) The overlapping debt liens of the District parcels as of June 1, 2021 as summarized under "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

Sources: Appraised Value - Integra Realty Resources, Inc.; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Special Facilities Tax - Willdan Financial Services.

Special Tax Collections and Delinquencies

Fiscal Year 2019-20 was the first year in which the Special Tax was levied in the District. The following table shows the collections of the Special Tax and delinquency information since Fiscal Year 2019-20.

Table 10
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Historical Collections and Delinquencies
Fiscal Year 2019-20

			As of May 28, 2021[2]			As of Each Fiscal Year End [2][3]		
Fiscal Year [1]	Annual Special Taxes Levied	No. of Parcels Levied	Amount Delinquent [2]	No. of Parcels Delinquent	Percent Levy Delinquent	Remaining Amount Delinquent[1]	Remaining No. of Parcels Delinquent	Percent Levy Delinquent
2019-20	$686,521	265	$0	0	0.00%	$0	0	0.00%
2020-21	$1,172,992	399	$832	1	0.14%	$832	1	0.14%

(1) Fiscal year 2019-20 was the District's first Special Tax levy.
(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.
(3) Delinquency information as of June 15, 2020 for FY 2019-20 levy and May 18, 2021 for FY 2020-21 levy.
Source: Placer County Tax Collector, compiled by Willdan Financial Services.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. Neither the City nor the Underwriter have not reviewed the data for completeness or accuracy and make no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes authorized to be levied on behalf of the City's Sierra Vista Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property. The Fiscal Year 2020-21 annual amount is $352.63 per lot (low density and medium density) for CFD No. 2 and the Fiscal Year 2020-21 amounts are $469.70 per lot (low density)/$274.67 per lot (medium density) for CFD No. 3; the CFD No. 3 tax rates are subject to annual escalation up to 4% depending on the City's public safety budget each year.

Table 11
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
As of June 1, 2021

2020-21 Local Secured Assessed Valuation: $49,681,131

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 6/1/21	
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.067%	$ 112,345	
Center Joint Unified School District General Obligation Bonds	1.921	718,798	
City of Roseville Villages at Sierra Vista Community Facilities District No. 1	**100.**	**22,330,000**	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$23,161,143	
OVERLAPPING GENERAL FUND DEBT:			
Placer County Certificates of Participation	0.058%	$11,286	
Placer County Office of Education Certificates of Participation	0.058	280	
Sierra Joint Community College District Certificates of Participation	0.044	696	
City of Roseville Certificates of Participation	0.194	37,485	
Placer County Mosquito and Vector Control District Certificates of Participation	0.058	1,401	
TOTAL OVERLAPPING GENERAL FUND DEBT		$51,148	
COMBINED TOTAL DEBT		$23,212,291	(2)

Ratios to 2020-21 Assessed Valuation:
Direct Debt ($22,330,000).....44.95%
Total Direct and Overlapping Tax and Assessment Debt.....46.62%
Combined Total Debt 46.72%

(1) Excludes the 2021 Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: *California Municipal Statistics, Inc.*

There can be no assurance that JMC Homes, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or JMC Homes.

Private liens, such as deeds of trust securing loans obtained by JMC Homes, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

Based on current and estimated sales prices for the smallest floorplan for MDR and LDR homes provided by JMC Homes being planned for the 975 lots currently in the District, the Special Tax Administrator has projected that the overall tax burden for the smallest floorplan homes planned for the District will be approximately ___% and ___%, respectively, as shown in the following table. The projected overall tax burden for larger floorplan homes is expected to be smaller, as a percentage of the projected assessed value of the homes.

Table 12
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Projected Overall Tax Burden for Single-Family Residential Parcels
Fiscal Year 2020-21

		Land Use Designations	
Net Taxable Value		**MDR Value**	**LDR Value**
Projected Assessed Value - Representative Homes [1]		$445,990.00	$779,990.00
Less: Homeowner's Exemption		($7,000.00)	($7,000.00)
Net Taxable Value		$438,990.00	$772,990.00
Ad Valorem Property Taxes [2]			
Base Property Tax	1.000000%	$4,390.00	$7,730.00
Sierra Coll SFID #4 B&I 2018 Series A	0.014969%	66.00	116.00
Center Joint Unif B&I	0.272000%	1,194.00	2,103.00
Center Joint Unif B&I 2008 Series 2020A	0.056400%	248.00	436.00
Total Ad Valorem Property Taxes	1.343369%	$5,897.00	$10,384.00
Parcel Charges, Special Taxes and Assessments [3]			
Placer Mosquito & Vector [4]		30.96	30.96
City of Roseville, Villages of Sierra Vista CFD #1 (Public Facilities) [5]		1,697.93	1,910.17
City of Roseville, Sierra Vista CFD #2 (Public Services) [6]		366.74	366.74
City of Roseville CFD #3 (Municipal Services) [7]		285.66	488.48
Total Parcel Charges, Assessments, and Special Taxes		2,381.30	2,796.36
Total Projected Taxes and Direct Charges		**$8,279.00**	**$13,180.00**
Total Effective Projected Tax Rate		**1.86%**	**1.69%**

(1) Values of Representative MDR and LDR Homes from the Ability to Pay section of the Appraisal.
(2) 2020-21 Ad Valorem Property Tax Rate detail of TRA 005-070 per tax bills.
(3) Assumes no optional PACE related Special Taxes
(4) Equal to the rate per home applied on the FY 2020-21 tax bill.
(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2021-22
(6) Equal to the applicable Maximum Public Services Special Tax for FY 2021-22
(7) Projected applicable Maximum Municipal Services Special Tax for FY 2021-22

Sources: FY 2020-21 Ad Valorem Tax Rate of TRA 005-070 - Placer County Auditor Controller; Placer Mosquito & Vector charges - Placer County Tax Collector; Projected Assessed Values of Representative Homes - Integra Realty Resources, Inc; Maximum Special Tax Rates, Roseville CFD Nos 1, 2 and 3 - Willdan Financial Services

SPECIAL RISK FACTORS

The purchase of the 2021 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2021 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2021 Bonds. The 2021 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2021 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Concentration of Ownership

Land in the District is mostly owned by a single entity, JMC Homes. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2021 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of JMC Homes or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the 2021 Bonds. For a description of JMC Homes, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the 2021 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or

to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2021 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2021 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the District, the Underwriter, nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the 2021 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2021 Bonds in no way implies that the District, the Underwriter, or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2021 Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2021 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2021 Bonds, prospective purchasers should evaluate the risks of noncompletion.

JMC Homes provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. JMC Homes has no obligation to the City or to owners of the 2021 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in the District would not result in decreased values.

JMC Homes and the City indicate that the existing Development Agreement protects JMC Homes's ability to access water for the project through an agreed upon water allocation. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Villages at Sierra Vista property in restricting development activity. In turn, the anticipated diversity of land ownership within the District could also be reduced, making the owners of the 2021 Bonds more dependent upon JMC Homes's or other owners of undeveloped land timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by JMC Homes or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of

property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although JMC Homes believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2021 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2021 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2021 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2021 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2021 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest

rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2021 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not

being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2021 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the 2021 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Sierra Vista Community Facilities District No. 2 (Public Services) and the City's Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2021 Bonds. The principal of and interest on the 2021 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under

other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. Property owners may also elect to finance improvements to their homes through Property Assessed Clean Energy (PACE) financings, which are secured by assessment district liens. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2021 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2021 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2021 Bonds. If funds in the 2021 Reserve Account of the Reserve Fund for the 2021 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2021 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2021 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2021 Bonds do not contain a provision allowing for the acceleration of the 2021 Bonds in the event of a payment default or other default under the terms of the 2021 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2021 Bond holder is given the right for the equal benefit and protection of all 2021 Bond holders similarly situated to pursue certain remedies. So long as the 2021 Bonds are in book-entry form, DTC will be the sole 2021 Bond holder and will be entitled to exercise all rights and remedies of 2021 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See "–Property Values and Property Development – Land Development" above. See also "–Voter Initiatives" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2021 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the

2021 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "**CCFD**") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "Charter") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIIIA, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district….") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

> 53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters….
>
> 53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act]

> … shall …. be commenced within 30 days after the voters approve the issuance of the bonds or the special tax …

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax…."

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Recent Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District and could adversely affect the sale of homes by JMC Homes. However, neither the City nor JMC Homes can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in the District, the rate at which homes in the District are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within the District. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in the District.

COVID-19 Pandemic

The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, are likely to result in negative impacts to the homebuilding operations and sales of homes within the District. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Tax Revenues by the City for the payment of the 2021 Bonds. Finally, stock and municipal bond markets in the U.S. and globally have seen significant volatility attributed to coronavirus concerns; there can be no assurances that these or other concerns that emerge later will not materially adversely impact the secondary market for the 2021 Bonds.

There can be no assurances that the spread of the virus and the related shelter in place order and social distancing requirements currently imposed by the State of California, or other State or local mandates and/or other responses intended to slow its spread will not materially adversely

impact the pace of homesales or the willingness of owners of land in the District to pay the Special Taxes securing the 2021 Bonds.

As a measure to assist certain taxpayers impacted by COVID 19, on May 6, 2020 the Governor of the State issued Executive Order N-61-20 which waives penalties and interest on property tax installments for residential property occupied by the taxpayer and certain other real property which is used for a small business, subject to certain filing requirements and proof of economic hardship due to COVID-19 or any local, state or federal response to COVID-19. The order applies to taxes not delinquent prior to March 4, 2020, and waives and forgives penalties and interest through May 6, 2021.

Negative impacts on the collection of Special Taxes could occur because Special Tax payments are deferred and could be further deferred, or some taxpayers may be unable to make their property and special tax payments. Additionally the value of property on the 2021-22 and future tax rolls could be reduced, which will not be known until the tax roll is released. At this time, there is no way to provide an estimate of the impact that the pandemic could have on future property taxes.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such

proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2021 Bonds to provide certain financial information and operating data relating to the District by not later than six and one-half months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2020-21 fiscal year (due January 15, 2022) and to provide notices of the occurrence of certain enumerated events.

JMC Homes has also covenanted for the benefit of owners of the 2021 Bonds to provide certain financial information and operating data relating to the property it or its affiliates owns in the District by not later than April 1st and October 1st of each year, beginning with the report due October 1, 2022 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of JMC Homes to provide such information is in effect only so long as JMC Homes and its affiliates, or their successors, are collectively responsible for 20% or more of the Special Taxes, as described in the Developer Periodic Reports and JMC Homes' undertaking includes a provision that if a portion of JMC Homes' property which is responsible for such 20% is sold, the reporting obligation may be assumed by the new owner and JMC Homes' obligations with respect to such property will be terminated, or if not so assumed, JMC Homes is to report such required information, as applicable to the transferee.

The City Annual Report and the Developer Periodic Reports and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City and JMC Homes is summarized in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years, the City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations, including up to 365 days late. However, the City has submitted all undisclosed significant event notices of changes in ratings occuring during the last five years on all currently outstanding obligations.

JMC Homes has represented to the City that, during the past five years, JMC Homes has been in material compliance with its continuing disclosure undertakings.

UNDERWRITING

The 2021 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2021 Bonds at a price of $_____ (which is equal to the par amount of the 2021 Bonds, plus/less a [net] original

issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2021 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the 2021 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2021 Bonds.

LEGAL OPINION

The validity of the 2021 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2021 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2021 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2021 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2021 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2021 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2021 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The

original issue discount accrues over the term to maturity of the 2021 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2021 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2021 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2021 Bonds who purchase the 2021 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2021 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2021 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2021 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2021 Bond (said term being the shorter of the 2021 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2021 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2021 Bond is amortized each year over the term to maturity of the 2021 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2021 Bond premium is not deductible for federal income tax purposes. Owners of premium 2021 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2021 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2021 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2021 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2021 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2021 Bonds, or as to the consequences of owning or receiving interest on the 2021 Bonds, as of any future date. Prospective purchasers of the 2021 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2021 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2021 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2021 Bonds, the ownership, sale or disposition of the 2021 Bonds, or the amount, accrual or receipt of interest on the 2021 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2021 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2021 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2021 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2021 Bonds, or in any way contesting or affecting the validity or enforceability of the 2021 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2021 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the "City"), which is located in southwestern Placer County (the "County"), California (the "State"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2021 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2020 was approximately 145,163.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golfland-SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2016 through 2020, as of January 1

Year	City of Roseville	Placer County	State of California
2016	132,676	376,508	39,131,307
2017	135,398	383,598	39,398,702
2018	137,983	389,387	39,586,646
2019	141,299	395,978	39,695,376
2020	145,163	403,711	39,782,870

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("**EBI**") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2016 through 2020

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2016	City of Roseville	$3,959,073	$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Roseville	$4,126,395	$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Roseville	$4,470,762	$70,438
	Placer County	12,967,927	69,226
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Roseville	$4,981,208	$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Roseville	$4,834,974	$72,395
	Placer County	14,333,583	72,431
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 13.6 percent in May 2020, down from a revised 14.0 percent in April 2020, and above the year-ago estimate of 3.2 percent. This compares with an unadjusted unemployment rate of 15.9 percent for California and 13.0 percent for the nation during the same period. The unemployment rate was 15.0 percent in El Dorado County, 12.4 percent in Placer County, 14.1 percent in Sacramento County, and 10.5 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2015 through 2019. Annual figures are not yet available for 2020.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	2015	2016	2017	2018	2019
Civilian Labor Force [1]	1,052,800	1,068,300	1,075,300	1,089,600	1,101,000
Employment	991,200	1,012,000	1,026,400	1,048,200	1,061,400
Unemployment	61,700	56,400	48,900	41,400	39,600
Unemployment Rate	5.9%	5.3%	4.5%	3.8%	3.6%
Wage and Salary Employment [2]					
Agriculture	9,400	9,700	9,800	9,100	8,800
Mining and Logging	400	400	400	500	500
Construction	50,300	55,000	58,700	64,500	68,400
Manufacturing	36,400	36,200	35,700	36,000	36,500
Wholesale Trade	24,400	25,500	26,500	28,400	28,700
Retail Trade	98,000	100,500	101,400	102,000	100,600
Transportation, Warehousing and Utilities	24,600	26,000	26,700	29,600	32,300
Information	14,200	13,800	12,600	12,400	11,900
Finance and Insurance	37,100	37,300	37,200	36,600	35,200
Real Estate and Rental and Leasing	13,800	14,500	15,200	16,800	17,400
Professional and Business Services	120,100	127,800	130,000	133,500	134,900
Educational and Health Services	140,900	146,500	153,600	159,800	166,400
Leisure and Hospitality	95,400	99,800	103,300	106,200	109,200
Other Services	30,900	31,700	33,000	34,200	35,100
Federal Government	13,700	14,000	14,200	14,100	14,200
State Government	115,300	116,600	118,400	120,400	122,500
Local Government	102,900	104,000	102,600	103,500	104,800
Total, All Industries [3]	1,052,800	1,068,300	1,075,300	1,089,600	1,101,000

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS
Placer County
(In Alphabetical Order)
July 2020

Employer Name	Location	Industry
Adventist Health	Roseville	Health Services
Alpine Meadows Ski Resort	Alpine Meadows	Resorts
Backyard Bar & BBQ	Truckee	Restaurants
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash	Roseville	Water Parks
Hewlett-Packard	Roseville	Computers-Electronic-Manufacturers
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Placer County Fire Dept	Auburn	Government Offices-County
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Q I P-Roseville	Roseville	Real Estate Management
Resort At Squaw Creek	Alpine Meadows	Hotels & Motels
Ritz-Carlton Club Lake Tahoe	Truckee	Hotels & Motels
Roseville Toyota & Scion	Roseville	Automobile Dealers-Used Cars
Sheriff's Training	Auburn	Government Offices-County
Sierra Community College Dist	Rocklin	Junior-Community College-Tech Institutes
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Medical Ctr	Roseville	Hospitals
Tami Saner & Assoc	Roseville	Real Estate
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2019.

PRINCIPAL EMPLOYERS
City of Roseville
As of June 30, 2019

Employer	Number of Employees
The Permanente Medical Group & Foundation Group	5,794
Sutter Roseville Medical Group	2,202
City of Roseville	1,896
Hewlett Packard	1,154
Roseville City School District	1,154
PRIDE Industries	1,062
Roseville Joint Union High School	1,005
Adventist Health	920
Union Pacific Railroad Company	569
Wal-Mart	488
Total – Top Ten	16,244
Total City-Wide Employment	88,597

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2018-19.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2015 through 2019. Annual figures are not yet available for 2020.

BUILDING PERMIT VALUATION
City of Roseville
(Valuation in Thousands of Dollars)

	2015	2016	2017	2018	2019
Permit Valuation					
New Single-family	$262,769.4	$242,272.7	$322,386.5	$220,8.113.8	$265,615.3
New Multi-family	0.0	5,900.3	51,882.2	0.0	6,855.8
Res. Alterations/Additions	9,039.9	7,518.4	7,283.3	8,598.7	16,133.8
Total Residential	$271,809.3	$255,691.4	$381,552.0	$229,412.5	288,604.9
New Commercial	$36,704.0	$27,783.7	$81,544.8	$21,072.5	$24,136.7
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	9,340.5	18,126.2	8,356.1	11,541.4	9,358.1
Com. Alterations/Additions	42,754.7	32,621.0	51,836.3	38,098.5	46,155.6
Total Nonresidential	$88,799.2	$78,530.9	$141,737.2	$70,712.4	$79,650.40
New Dwelling Units					
Single-Family	927	862	1,201	806	1,001
Multiple Family	0	58	486	0	65
Total New Dwelling Units	927	920	1,687	806	1,066

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2019-20 assessment roll totaled $80.0 billion as compared to the prior year's assessment roll of $75.3 billion, which reflected a 6.24% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2015 through 2019. Annual figures are not yet available for 2020.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2015	2016	2017	2018	2019
Permit Valuation					
New Single-family	$683,806.3	$776,410.8	$771,800.5	$696,737.4	$693,647.7
New Multi-family	21,702.2	42,395.7	92,565.5	23,384.7	7,896.7
Res. Alterations/Additions	82,577.5	79,543.6	89,429.2	99,341.6	86,964.2
Total Residential	$788,086.0	$898,350.1	$953,795.2	$819,463.7	$788,508.6
New Commercial	$72,506.2	$84,953.2	$138,544.8	$90,424.4	$73,609.7
New Industrial	1,339.6	535.1	0.0	7,956.4	268.7
New Other	72,602.9	90,958.7	57,356.4	68,208.3	110,951.1
Com. Alterations/Additions	80,457.5	64,524.2	94,058.6	84,271.0	78,159.7
Total Nonresidential	$226,906.2	$240,971.2	$289,959.8	$250,860.1	$262,989.2
New Dwelling Units					
Single-Family	1,994	2,102	2,500	1,963	2,080
Multiple Family	240	322	782	19	71
Total New Dwelling Units	2,424	2,342	3,282	1,982	2,151

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during calendar year 2019 in the City were reported to be $4,889,701,830, a 2.57% increase from the total taxable sales of $ 4,767,160,237 reported during calendar year 2018. Annual figures for 2020 are not yet available.

TAXABLE TRANSACTIONS
City of Roseville
Calendar Years 2015 through 2019
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015[(1)]	3,828	3,684,238	5,334	4,446,457
2016	3,761	3,749,782	5,293	4,425,939
2017	3,715	3,915,184	5,257	4,642,069
2018	3,705	4,048,870	5,393	$4,767,160
2019	3,748	4,021,058	5,578	4,889,701,830

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

The total taxable sales during calendar year 2019 in the County were reported to be $10,341,805,054, a 4.36% increase over the total taxable sales of $9,909,905,815.00 reported during calendar year 2018. Annual figures for 2020 are not yet available.

TAXABLE TRANSACTIONS
Placer County
Calendar Years 2015 through 2019
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015[(1)]	8,678	6,594,126	13,124	8,675,315
2016	8,671	6,814,515	13,227	8,920,892
2017	8,713	7,194,952	13,365	9,428,862
2018	8,717	7,724,326	13,794	9,909,906
2019	8,771	7,943,537	14,193	10,341,805

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: $_____ City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the issuance by the City of the $_____ City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (collectively, the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of _____ 1, 2021, is executed and delivered by the CITY OF ROSEVILLE (the "City") in connection with the execution and delivery of its City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (collectively, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is six and one-half months after the end of the City's fiscal year (currently January 15 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing January 15, 2022, with the report for the 2020-21 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice to that effect.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the improvement fund.

(iii) (a) Balance in 2021 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the 2021 Bonds; and statement of projected draws on the 2021 Reserve Account of the Reserve Fund, if any; and (b) balance in any debt service reserve fund or account established in connection with any other issue of bonds of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) and statement of the reserve requirement for such other bonds; and statement of projected draws on any other such debt service reserve fund or account, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(x) Debt service coverage.

(ix) The total Special Tax levy and Maximum Special Tax for Developed Property, Small Lot Tentative Map Property, Large Lot Property and Undeveloped Property (all as defined in the Rate and Method of Apportionment) together with the allocable debt of the CFD Bonds and most recently available assessed values for each category.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as Dissemination Agent

By: _____
Name:
Title:

FORM OF CONTINUING DISCLOSURE CERTIFICATE
(Developer)

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Certificate") dated as of _____, 2021, is executed by John Mourier Construction, Inc., a California corporation (the "Developer") in connection with the execution and delivery by the City of Roseville of its City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2020 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (collectively, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

"Assumption Agreement" means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Fiscal Agent a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"Major Owner" means, as of any Report Date, an owner of land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Piper Sandler & Co., the original Underwriter of the Bonds.

"Periodic Report" means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means the property owned by the Developer in the District.

"Report Date" means April 1 and October 1 of any fiscal year.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Special Taxes" means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing October 1, 2022, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Fiscal Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to that effect to the MSRB in substantially the form prescribed by the MSRB, with a copy to the Fiscal Agent (if other than the Dissemination Agent), the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Fiscal Agent, the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another, if applicable.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Fiscal Agent shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information

provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Developer	John Mourier Construction, Inc. Attn: Controller 1430 Blue Oaks Boulevard Roseville, CA 95747
To the Dissemination Agent:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590
To the Issuer/City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator
To the Fiscal Agent:	The Bank of New York Mellon Trust Company, N.A. 400 South Hope Street, Suite 400 Los Angeles, CA 90071 Attn: Corporate Trust
To the Participating Underwriter:	Piper Sandler & Co. Attn: Public Finance 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

John Mourier Construction, Inc., a California corporation

By: _____
Name:
Title:

ACCEPTED by DISSEMINATION AGENT:

Willdan Financial Services,
as Dissemination Agent

By: _____
Name:
Title:

EXHIBIT B

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated _____ 1, 2021, executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "City") with respect to its City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer in the District (the "Property"):

Development name: _____

Number of lots (acreage): _____

B. Status of land development or construction activities:

_____

_____

C. Status of building permits and any significant amendments to land use or development entitlements:

_____

_____

D. Aggregate property sold, optioned or leased by the Developer to end users or merchant builders:

	Since the Date of Issuance of the Bonds		Since the Last Periodic Report	
	Acres*	____	Acres*	____
	Lots	____	Lots	____
	Bldg. Sq. Ft.	____	Bldg. Sq. Ft.	____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Developer or sales of land in the District to other property

owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

_____

_____

F. With respect to occupied buildings owned and leased by Developer, (i) occupancy percentage and (ii) a rent roll consisting solely of (A) term of lease and (B) number of square feet subject to the lease, if applicable.

_____

_____

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

_____

_____

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

_____

_____

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading " OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

_____

_____

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

_____

_____

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated:_____

[John Mourier Construction, Inc.]

By: _____
_____
_____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2021 Bonds, payment of principal, interest and other payments on the 2021 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent

Dated as of August 1, 2021

Relating to:

$_____
City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2021

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EXHIBIT A - FORM OF 2021 BONDS

SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 2"), dated as of August 1, 2021, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2020 ("Supplemental Agreement No. 1") by and between the Fiscal Agent and the City.

R E C I T A L S :

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act"); and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed $310,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, the City previously issued, for and on behalf of the District, $12,540,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds") and $9,835,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds"), each for the purpose of financing various public improvements authorized to be funded by the District, which 2019 Bonds and 2020 Bonds constituted the first and second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on parity with the 2019 Bonds and 2020 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Roseville Community Facilities District No. 1 Special Tax Bonds, Series 2021 in the initial aggregate principal amount of $_____ (the "2021 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 2 is a "Supplemental Agreement" as defined in Section 1.03 of the Fiscal Agent Agreement and the 2021 Bonds are "Additional

Bonds" as defined in Section 1.03 of the Fiscal Agent Agreement, and secured under the Fiscal Agent Agreement on parity with the 2019 Bonds and 2020 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 2 pursuant to Section 5.17 of the Fiscal Agent Agreement to provide for the issuance of the 2021 Bonds;

WHEREAS, to provide for the issuance of the 2021 Bonds, it is necessary to supplement and amend the Fiscal Agent Agreement, as more particularly provided herein, as authorized by Sections 5.17 and 8.05 of the Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2021 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 2, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 2 have been in all respects duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.05 of the Fiscal Agent Agreement, the Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XI. Such Article XI shall read in its entity as follows:

ARTICLE XI

2021 BONDS

Section 11.01. Definitions. The Fiscal Agent Agreement is amended to add the following definitions to Section 1.03.

"Article XI" means this Article XI which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 2, together with all amendments of and supplements to this Article XI entered into pursuant to the provisions of Section 8.01.

"Closing Date" means, when referring to the 2021 Bonds and as used in this Supplemental Agreement No. 2, August ___, 2021.

"Continuing Disclosure Certificate" means (i) with respect to the 2019 Bonds, the Continuing Disclosure Certificate, dated as of July 1, 2019, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof, (ii) with respect to the 2020 Bonds, the Continuing Disclosure Certificate, dated as of July 30, 2020, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, (iii) and

with respect to the 2021 Bonds, the Continuing Disclosure Certificate, dated as of August ___, 2021, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"*Fiscal Agent Agreement*" means the Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by Supplemental Agreement No. 1 and Supplemental Agreement No. 2.

"Interest Payment Dates" means (i) with respect to the 2019 Bonds, March 1 and September 1 of each year, commencing September 1, 2019, (ii) with respect to the 2020 Bonds, March 1 and September 1 of each year, commencing September 1, 2020, and (iii) with respect to the 2021 Bonds, March 1 and September 1 of each year, commencing March 1, 2022.

"Supplemental Agreement No. 2" has the meaning given above.

"2021 Bonds" has the meaning given above.

"2021 Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2021 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2021 Bonds, financial advisor fees, (underwriter's) discount or underwriting fee for the 2021 Bonds, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2021 Bonds and other costs, charges and fees in connection with the foregoing.

"2021 Costs of Issuance Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 11.07.

"*2021 Improvement Account*" means the account by that name established in Section 3 of this Supplemental Agreement No. 2.

"*2021 Reserve Account*" means the account by that name established in Section 11.06(B) of this Supplemental Agreement No. 2 hereof.

"*Term 2021 Bonds*" means the 2021 Bonds maturing September 1, 20__ and September 1, 20__.

Section 11.02. Authorization of 2021 Bonds. 2021 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued as Additional Bonds under and subject to the terms of the Fiscal Agent Agreement, the Act, and other applicable laws of the State of California. The 2021 Bonds shall be designated the "City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021."

Jurisdiction is hereby reserved to issue subsequent Additional Bonds; provided that the maximum aggregate principal amount of bonds which may be issued for the District, including Bonds outstanding under the Fiscal Agent Agreement, shall not exceed the Bond Authorization.

Section 11.03. Terms of 2021 Bonds.

(A) Form; Denominations. The 2021 Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof.

(B) Date of the 2021 Bonds. The 2021 Bonds shall be dated the Closing Date for the 2021 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2021 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2021 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2021 Bonds shall be issued as serial bonds and term bonds, and shall mature and become payable as follows:

Maturity Date (Sept. 1)	Principal Amount	Interest Rate	Maturity Date (Sept.1)	Principal Amount	Interest Rate

[T] Term Bond

(E) Interest and Method of Payment. Interest on the 2021 Bonds shall be payable as provided in Section 2.02(E) of the Fiscal Agent Agreement, with the Closing Date as used therein being the Closing Date for the 2021 Bonds, and payments shall be made on the 2021 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being March 1, 2022.

Section 11.04. Redemption of 2021 Bonds.

(A) Redemption Dates.

(i) Optional Redemption. The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and Interest Payment Dates thereafter	100

(iii) Mandatory Sinking Payment Redemption. The Term 2021 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
20__ (maturity)	

The Term 2021 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
20__ (maturity)	

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2021 Bonds pursuant to clause (A)(i) or clause (A)(ii) above. In the event of a redemption pursuant to clause (A)(i) or clause (A)(ii) above, the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 11.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2021 Bonds pursuant to clause (A)(i) or clause (A)(ii) not less than 45 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission; Effect of Redemption. The redemption provisions set forth in Section 2.03(C) and Section 2.03(D) shall apply to the 2021 Bonds as if set forth herein.

Section 11.05. Form of 2021 Bonds; Authentication and Delivery.

(A) Form of 2021 Bonds. The 2021 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit D attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2021 Bonds. The 2021 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2021 Bond ceases to be such officer before delivery of the 2021 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2021 Bonds to the Owner. Any 2021 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2021 Bond shall be the proper

officers of the City although at the nominal date of such 2021 Bond any such person shall not have been such officer of the City.

Only such of the 2021 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit D, manually or electronically executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2021 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2021 Bonds; Transfer and Exchange; Additional Provisions of the 2021 Bonds. At any time after the execution of Supplemental Agreement No. 2 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 of the Fiscal Agent Agreement for the issuance of the 2021 Bonds as Additional Bonds have been met, the City may issue the 2021 Bonds for the District in the aggregate principal amount set forth in Section 11.02 and deliver the 2021 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2021 Bonds in accordance with the provisions of the Act and the Fiscal Agent Agreement, as supplemented by this Supplemental Agreement No. 2, to authorize the payment of 2021 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2021 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2021 Bonds to the Original Purchaser.

The provisions of Sections 2.06 through 2.13 of the Fiscal Agent Agreement shall apply to the 2021 Bonds in a like manner as applied to the 2019 Bonds and 2020 Bonds.

Section 11.06. Application of Proceeds of Sale of 2021 Bonds.

(A) Proceeds of 2021 Bonds. The proceeds of the purchase of the 2021 Bonds by the Original Purchaser in the amount of $_____ (being the aggregate principal amount thereof, plus a [net] original issue premium of $_____, less an Underwriter's discount of $_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2021 Improvement Account of the Improvement Fund $_____;

(ii) Deposit in the 2021 Reserve Account of the Reserve Fund $_____; and

(ii) Deposit in the 2021 Costs of Issuance Fund $_____.

(B) 2021 Reserve Account. In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2021 Reserve Account," into which the amounts set forth in Section 11.06(A)(ii) shall be deposited. The 2021 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Fiscal Agent Agreement. The Reserve Requirement for the 2021 Bonds shall not increase at any time.

(C) Additional Funds and Accounts. The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 11.06.

Section 11.07. 2021 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2021 Costs of Issuance Fund," which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2021 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by the Chief Financial Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2021 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2021 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain the 2021 Costs of Issuance Fund for a period of 45 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the 2021 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2021 Improvement Account and the Fiscal Agent shall close the 2021 Costs of Issuance Fund. Moneys in the 2021 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2021 Costs of Issuance Fund to be used for the purposes of such fund.

Section 11.08. Procedure for Disbursement of 2021 Improvement Account..

(A) Disbursements. Disbursements from the 2021 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2021 Improvement Account and to the 2021 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 11.09. Security for 2021 Bonds. The 2021 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article XI.

Section 11.10. Effect of this Article XI. Except as in this Article XI expressly provided or except to the extent inconsistent with any provision of this Article XI, the 2021 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2021 Bonds

with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XI.

SECTION 2. Attachment of Exhibit D. The Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit D setting forth the form of the 2021 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Fiscal Agent Agreement. The Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 3.04(A) of the Fiscal Agent Agreement is hereby amended by adding thereto, as a new fourth sentence thereof (a third sentence having been added pursuant to Supplemental Agreement No. 1), the following: "There is also hereby created within the Improvement Fund a separate account designated as the "2021 Improvement Account" of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2021 Bond proceeds directed to the Improvement Fund pursuant to Section 11.06 and 11.08.

(B) Article V of the Fiscal Agent Agreement is hereby amended by adding thereto, as a new and additional section, designates Section 5.19, the following:

"Section 5.19. No Enforced Sanctions. The City covenants and represents that (i) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"); and (ii) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Agreement (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person."

(C) It is further acknowledged that pursuant to Supplemental Agreement No. 1, the Fiscal Agent Agreement was amended such that references in the Fiscal Agent Agreement to the 2019 Bonds which, if the context requires reference to the 2019 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2019 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to "Bonds" as defined in the Fiscal Agent Agreement rather than "2019 Bonds."

(D) It is further acknowledged that pursuant to Supplemental Agreement No. 1, the sentence in the Fiscal Agent Agreement that "the Reserve Requirement for the 2019 Bonds shall not increase after the date of issuance of the 2019 Bonds" in the definition of "Reserve Requirement" was changed to read as follows: "the Reserve Requirement for each series of Bonds shall not increase after the date of issuance of such series of Bonds."

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 2 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 2. The City hereby declares that it would have entered into this Supplemental Agreement No. 2 and each and every other Section, paragraph, sentence, clause

or phrase hereof and authorized the issue of the 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences. clauses, or phrases of this Supplemental Agreement No. 2 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 2 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 2 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 2 to Fiscal Agent Agreement to executed as of August 1, 2021.

CITY OF ROSEVILLE, a municipal corporation, for and on behalf of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Vice President

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

EXHIBIT D TO FISCAL AGENT AGREEMENT
FORM OF 2021 BONDS

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BOND
SERIES 2021

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
	September 1, ____	_____, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2022 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at a designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2021 (the "Resolution"), pursuant to the Mello-Roos

Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of July 1, 2019**,** as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2021 and a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable, on parity with previously issued bonds of the District, solely from the Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and Interest Payment Dates thereafter	100

The Term Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

20__ (maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof

shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be dated _____, 2021, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF ROSEVILLE, for and on behalf of the CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2021

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

$_____
CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

BOND PURCHASE AGREEMENT

_____, 2021

City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the City of Roseville (the "**City**") for its Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**Community Facilities District**"), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of July 1, 2019 as supplemented and amended by a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (together, the "**Fiscal Agent Agreement**") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**").

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "**Bonds**"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto.

B. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, plus an original issue premium of $_____, less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices

(or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "**Community Facilities District Act**" or the "**Act**"). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the "**Resolution**"), adopted by its City Council (the "**City Council**") on behalf of the Community Facilities District, on _____, 2021. The Bonds are being issued on a parity basis with the $12,540,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "**2019 Bonds**") and the $9,835,000 initial principal amount of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "**2020 Bonds**").

The proceeds of the Bonds shall be used to (i) construct and acquire certain public facilities of benefit to the Community Facilities District, (ii) provide for a deposit to a debt service reserve account for the Bonds and (iii) pay costs of issuance of the Bonds.

C. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

D. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Hilltop Securities Inc. (the "**Municipal Advisor**"), as its municipal advisor (as defined in Securities and

Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

E. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2021, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "**Preliminary Official Statement**." By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the "**Official Statement**") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called "**Bond Counsel**"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

F. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the "**City Continuing Disclosure Certificate**"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

G. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company's ("**DTC**") FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on _____, 2021 (the "**Closing Date**"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (B) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

H. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such

other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "**State**"), has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the "**Community Facilities District Formation Resolution**") and has duly authorized the annexation of certain parcels into the Community Facilities District pursuant to resolutions duly adopted by the City Council related to such annexation (the "**Annexation Resolutions**" and, together with the Resolution and the Community Facilities District Formation Resolution, the "**Community Facilities District Resolutions**") and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Resolutions, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the "**Ordinance**"), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien (the "**Notice of Special Tax Lien**") (the Community Facilities District Formation Resolution, the Ordinance, the Annexation Resolutions and the Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the "**City Documents**."

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. To the best of the City's knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Entitlements and Development," as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Entitlements and Development," as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of

any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the

Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City's knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The issuance of the Bonds complies with the City's "Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982," pursuant to Section 53312.7 of the Act [except that the City waived the requirement that the aggregate value to lien ratio of no more than five percent (5%) of the parcels in the Community Facilities District expected to be subject to special taxes to pay debt service shall be below 3:1 or such higher ratio as determined by the City].

V. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of

the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix G – THE BOOK ENTRY SYSTEM), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "LEGAL OPINION," "TAX MATTERS" and in Appendices D and F to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure

payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel ("**Disclosure Counsel**"), in form and substance acceptable to the Underwriter;

13. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;

15. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

16. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

17. Specimen Bonds. Copies of the Specimen Bonds;

18. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix K hereto;

19. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the

Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

20. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

21. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

22. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

23. Certificate Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City, and (ii) an executed certificate of John Mourier Construction, Inc. ("**JMC Homes**" or the "**Property Owner**") in the form under Appendix G hereto.

24. Property Owner Continuing Disclosure Certificate. An executed copy of the Property Owner Continuing Disclosure Certificate from JMC Homes in the form included as an appendix to the Official Statement.

25. Property Owner Bring-Down Certificate. An executed bring-down certificate from JMC Homes, dated as of the Closing Date, in forms and substance as set forth in Appendix H hereto.

26. Property Owner Counsel Opinion. The opinion of counsel to JMC Homes in the form attached under Appendix I hereto, addressed to the City and the Underwriter.

27. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix J hereto of Integra Realty Resources, the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

28. Parity Bonds Certificate. A certificate in form and substance required pursuant to the Fiscal Agent Agreement regarding the issuance of the Bonds as Additional Bonds on a parity with the 2019 Bonds and 2020 Bonds.

29. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix K, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has

occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50%

common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by

notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER SANDLER & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF ROSEVILLE

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS, SERIES 2021]

APPENDIX A

$_____
CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule *(marked if used)*
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
2040							
20__ (T)							
20__ (T)							

(T) Term Bond.
(C) Priced to optional call at [par] on September 1, 20__.
* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF CITY ATTORNEY

[Closing Date]

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245
Attention: Public Finance

City of Roseville
Villages at Sierra Vista Community Facilities
District No. 1
(Public Facilities)
311 Vernon Street
Roseville, California 95678

Re: City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the "City") and counsel for the Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District"), in connection with the purchase and sale of the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "Bonds"). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and between Piper Sandler & Co. (the "Underwriter") and the City, the Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"), the City Continuing Disclosure Certificate, dated [Closing Date], by and between the Fiscal Agent and the City (the "City Continuing Disclosure Certificate"), the Preliminary Official Statement, dated [POS Date], relating to the Bonds (the "Preliminary Official Statement"), the Official Statement, dated [OS Date], relating to the Bonds (the "Official Statement"), Resolution No. _____ adopted by the City Council of the City on August 1, 2021 ("Bond Resolution"), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the "Bond Documents." Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution and the Annexation Resolutions were duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Roseville (the "City"), the City Council (the "City Council") of which is the Legislative Body for Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the "Bonds"). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated [BPA Date], by and between the City and Piper Sandler & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Entitlements and Development," as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Entitlements and Development," as to which no view is expressed) as

of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Entitlements and Development," as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ROSEVILLE

By: _____

Its: _____

APPENDIX D

FISCAL AGENT'S CERTIFICATE

The undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and the Bank. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Piper Sandler & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

[Closing Date]

City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Roseville, California 95678

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

Re: City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021

Ladies and Gentlemen:

We have acted as counsel for The Bank of New York Mellon Trust Company, N.A., a national banking association (the "Bank") in connection with the execution by the Bank of the Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and the Bank. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.

2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he/she is an authorized officer of Willdan Financial Services, Inc. (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant is familiar with the Rate and Method of Apportionment of Special Tax (the "Rate and Method") as set forth in Appendix A to the Official Statement dated [OS Date], for the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District") Special Tax Bonds, Series 2021 (the "Bonds"). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of July 1, 2019, as supplemented and amended by a Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

3. That the Special Taxes (net of a 1% administration charge of the County of Placer (the "County Charge")), if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the 2019 Bonds, 2020 Bonds and the Bonds, and projected annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the 2019 Bonds, 2020 Bonds and the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax (net of the County Charge), if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the 2019 Bonds, 2020 Bonds and the Bonds payable from such Special Taxes for Fiscal Year 2021-22 and every year thereafter through the final maturity of the 2019 Bonds, 2020 Bonds and the Bonds, assuming the debt service schedule shown in the Official Statement is true and correct.

5. That the aggregate value of all parcels in the Community Facilities District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Bonds, as determined by an MAI appraisal, is at least 3.00 times the sum of (1) the aggregate principal amount of all the 2019 Bonds and 2020 Bonds then Outstanding, plus (2) the aggregate principal amount of the Bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the Community Facilities District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding, payable at

least partially from special taxes to be levied on parcels of land subject to the Special Tax within the Community Facilities District (the "Other Mello-Roos Bonds") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the Community Facilities District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the Summary of Overlapping Debt table shown in the Official Statement and the most recent available Fiscal Year.

6. That the aggregate value of the Recently Annexed Parcels, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Bonds, as determined by an MAI appraisal, is at least 3.00 times the sum of (1) the Attributable Principal Amount of all 2019 Bonds and 2020 Bonds then Outstanding, plus (2) the Attributable Principal Amount of the Bonds proposed to be issued, plus (3) the Attributable Principal Amount of any bonds then outstanding and payable from assessments which are a lien against property in the Community Facilities District, plus (4) the Attributable Principal Amount of the allocation of Other Mello-Roos Bonds determined to be applicable to the Community Facilities District pursuant to No. 5 directly above and based upon information from the Summary of Overlapping Debt table shown in the Official Statement.

7. That all information supplied by the Special Tax Consultant for use in the Official Statement is believed to be true and correct, as of the date of the Official Statement and as of the date hereof.

8. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax," "VALUE OF PROPERTY WITHIN THE DISTRICT," "APPENDIX A," including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

9. The Community Facilities District, the City, the Underwriter, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

WILLDAN FINANCIAL SERVICES

By: _____

Title: _____

APPENDIX G

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

CERTIFICATE OF PROPERTY OWNER

[POS Date]

The undersigned party certifies and represents that he or she is duly authorized on behalf of JOHN MOURIER CONSTRUCTION, INC., a California corporation ("JMC Homes" or the "Property Owner"), to execute and deliver this certificate (this "Certificate") in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the "Bonds").

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Piper Sandler & Co., as underwriter (the "Underwriter"), and the City.

As used in this Certificate, the phrase "Actual Knowledge of the Undersigned" means the knowledge that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) review of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner's current business and operations.

As used in this Certificate, the term "Relevant Entity" of the Property Owner means any Person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the Property Owner's proposed development of the Property (defined herein), or to the Property Owner's ability to pay the Special Taxes due with respect to the Property prior to delinquency). As used in this Certificate, the term "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

As used in this Certificate, the term "Property" means the real property currently owned by the Property Owner within the City of Roseville Villages at Sierra Vista Community Facilities

District No. 1 (Public Facilities) (the "Community Facilities District"), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows, as an authorized officer or representative of the Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of California and has or will have prior to the Closing, as required, all requisite right, power and authority:

(i) to execute and deliver this Certificate;

(ii) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(iii) to execute and deliver the Property Owner Continuing Disclosure Agreement at Closing;

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement; and

(v) to carry on its business as described in the Preliminary Official Statement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Agreement substantially in the form attached as an appendix to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Property Owner is not aware of any material failures by it or any entity under managerial control of Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five (5) years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Agreement, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Agreement, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) to carry on its business as described in the Preliminary Official Statement; and

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency, or

(iii) to carry on its business as described in the Preliminary Official Statement.

(7) Except as described in the Preliminary Official Statement, the Property Owner has no loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five (5) years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending (with service of process to such Relevant Entity having been accomplished) or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) materially and adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement;

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement;

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Agreement or the Bond Purchase Agreement; or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations; and

(iii) Neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last ten (10) years.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled "THE DISTRICT," THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE" and "SPECIAL RISK FACTORS" concerning the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which could reasonably be expected to materially and adversely affect:

(i) the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement; or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by such Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the City, the Community Facilities District, Bond Counsel, Disclosure Counsel, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by such Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District;

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within the Community Facilities District;

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations; or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method;

(b) the application or use of the Special Taxes levied and collected; or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the City or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) own, develop and sell the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner's planned development in the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the City, and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership, development or sale of the Property which could cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(21) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(22) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner;

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement; and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

JOHN MOURIER CONSTRUCTION, INC.,
a California corporation

By: _____

APPENDIX H

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

BRING-DOWN CERTIFICATE OF PROPERTY OWNER

[Closing Date]

The undersigned party certifies and represents that he or she is duly authorized on behalf of JOHN MOURIER CONSTRUCTION, INC., a California corporation ("JMC Homes" or the "Property Owner"), to execute and deliver this certificate (this "Bring-Down Certificate") in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the "Bonds")

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated [BPA Date], between Piper Sandler & Co., as underwriter, and the City (the "Purchase Agreement").

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated [POS Date] (the "Certificate").

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds (the "Final Official Statement").

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(4) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) relating to the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(6) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Agreement, and the Property Owner Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

JOHN MOURIER CONSTRUCTION, INC.,
a California corporation

By: _____

APPENDIX I

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

FORM OF PROPERTY OWNER'S COUNSEL OPINION

[Closing Date]

City of Roseville
Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

Re: City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021

Ladies and Gentlemen:

We have acted as counsel to John Mourier Construction, Inc. (the "Property Owner") in connection with the issuance and sale by City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District") of $_____ City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated [BPA Date] (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

A. The Bond Purchase Agreement;

B. The Preliminary Official Statement dated [POS Date] and the Official Statement dated [OS Date] (collectively, the "Official Statement") for the offer and sale of the Bonds;

C. The Property Owner Continuing Disclosure Certificate, dated [Closing Date] (the "Property Owner Continuing Disclosure Certificate") by the Property Owner and Willdan Financial Services, as dissemination agent; and

D. The Property Owner Closing Certificate provided by Property Owner to the City and Underwriter pursuant to Section 3 of the Bond Purchase Agreement (the "Property Owner Closing Certificate").

For purposes of this opinion, the term "Litigation Search" shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Placer; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2021; Order No. _____) (the "Litigation Search"), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Property Owner Closing Certificate and the Litigation Search. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Property Owner, or as a result of our examination of the Property Owner Closing Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination, or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws. In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Property Owner); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Property Owner purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Property Owner, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs A through D, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. The Property Owner is a limited liability company duly incorporated and validly existing in the State of California and in good standing under the laws of the State of California. The Property Owner is qualified to do business in the State of California.

2. The Property Owner Continuing Disclosure Certificate has been duly authorized, executed and delivered by Property Owner, and constitutes legal, valid and binding obligations of the Property Owner, enforceable against the Property Owner in accordance with its terms.

3. To our knowledge, the execution and delivery by Property Owner of the Property Owner Continuing Disclosure Certificate and the performance of its obligations thereunder do not and will not result in a violation or any provision of, or in default under any agreement or other instrument to which Developer is a party.

4. To our knowledge, Property Owner is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Property Owner with respect to Property Owner's ability to develop real property owned by Property Owner within the District.

5. To our knowledge, except as set forth in the Official Statement, there are no actions, suits or proceedings pending or threatened against Property Owner which, if determined adversely, would have a material adverse effect (a) on the ability of Property Owner to perform its obligations under the Property Owner Continuing Disclosure Certificate or (b) on the development, construction, use, occupancy or operation of the Development or a material portion thereof.

6. Without having undertaken to independently determine the accuracy, completeness or fairness of the discussion contained in the Official Statement under the captions "THE DISTRICT," THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE," and "SPECIAL RISK FACTORS" (except that no opinion or belief is expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, assessed valuations or appraised values, or to any information which is attributable to a source other than Property Owner, contained in the Official Statement), no facts came to our attention during the course of our representation of Property Owner that would lead us to believe that the information under said captions of the Official Statement relating to the Property Owner and the Property Owner's organizations, activities, properties and financial condition, and its proposed development of the property, contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

(a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

(b) As counsel to the Property Owner in this matter, we have not rendered financial advice to the Property Owner and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Property Owner, past, present or future; nor have we reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of it components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

(c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

(d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Property Owner's development of its property as proposed in the Official Statement.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities or "Blue Sky" law, or any federal, state or local tax law, as respecting the Bonds.

This letter is intended solely for your use in accordance with the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this Opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

APPENDIX J

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

CERTIFICATE OF APPRAISER

Integra Realty Resources (the "Appraiser"), Sacramento, California prepared an appraisal of the properties within the City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District") dated May 28, 2021 (the "Appraisal"). The Appraisal is described and summarized in the Preliminary Official Statement dated [POS Date] (the "Preliminary Official Statement") and the Official Statement dated [OS Date] (the "Official Statement"), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: [Closing Date]

INTEGRA REALTY RESOURCES

By:_____

APPENDIX K

CITY OF ROSEVILLE
VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Piper") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Issuer* means City of Roseville.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded

from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

PIPER SANDLER & CO.

By: _____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

(*Attached*)

COUNCIL COMMUNICATION

CC #: 1572
File #: 0103 & 0103-07-02 & & 0103-08-02 & 0103-09-02 & 0103-34-02 & 0103-44-02

Title:	Board and Commissions Bi-Annual Vacancies
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint one (1) individual to the Design Committee to a term expiring June 30, 2025 from the applications received from: Nicolas Bumb, Rex Clark, Anna Higgins, and John Fabrocini.

Appoint three (3) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2023 from the applications received from: Andrew Boren, Joshua Emerson, Anthony Hill, Michael Lavia, Jeff Richardson, Cheri Sillivan, Michael Tronnes, Maria Vallejo, and Audrey Young.

Appoint two (2) individuals to the Grants Advisory Commission to terms expiring June 30, 2025 from the applications received from: Sagan Bachtold, Ellaison Carroll, Joshua Emerson, Christopher Kight, Vanessa Reed, and Ellen Debach-Riley.

Appoint two (2) individuals to the Planning Commission to terms expiring June 30, 2025 from the applications received from: Edward Bielski, Andrew Boren, Nicolas Bumb, Corey Eames, John Fabrocini, Clifford Haggenjos Jr., Anna Higgins, Stephanie Hill, Nancy Huff, Tracy Librea Covington, Rosamaria Marrujo, Ellen Debach-Riley, Michael Tronnes, Maria Vallejo, and Audrey Young.

Appoint three (3) individuals to the Public Utilities Commission to terms expiring June 30, 2025 from the applications received from: Edward Bielski, Richard DeMarchi, and James Knox.

BACKGROUND

Appointments to the Design Committee, Economic Development Advisory Committee, Grants Advisory Commission, Planning Commission, and Public Utilities Commission are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in May 2021, video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statements of Economic Interest (Form 700) for potential conflicts of interest. The application, video interviews, and confidential attorney review are compiled and provided to the City Council for consideration.

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. The appointment of members to boards or commissions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

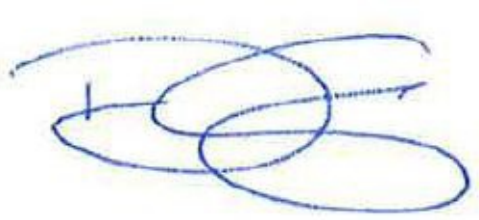
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



_____
Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1588
File #: 0400-04-09 & 0400-08

Title:	West Roseville Specific Plan - PCL F-25 & F-26, Fiddyment Bungalows - Design Review Permit
Contact:	Sean Morales 916-774-5282 smorales@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Based on the May 13, 2021, Planning Commission action, staff recommends the City Council deny the appeal of the Planning Commission's approval of a Design Review Permit for the Fiddyment Bungalows project and take the following actions:

A. Adopt a resolution (Resolution No. 21-307) denying the appeal of the May 13, 2021 approval by the Planning Commission; adopting the four (4) findings of fact and approving the Design Review Permit subject to seventy-eight (78) conditions of approval.

BACKGROUND

The project site is located on parcels F-25 (5.49 acres) and F-26 (5.6 acres) within the West Roseville Specific Plan (WRSP), on either side of the future Prairie Town Way, and south of the intersection with Fiddyment Road. The subject parcels are designated High Density Residential (HDR) and are zoned Multi-Family Housing (R3). Parcels F-25 and F-26 have been planned for HDR land use since the adoption of the WRSP in 2004. The existing land use density allocated to the site allows up to 277 dwelling units. The project is bounded on the north by Community Commercial parcels F-32 and F-33. The project is separated by public streets on the west from Low-Density Residential subdivision F-16, on the south from RG Phillips Park, and on the east from Low-Density Residential subdivision F-15B. The surrounding neighborhood is characterized by a mix of single-story and two story homes.

Current Project

The current project includes the development of a market-rate rental, high-density multi-family residential project consisting of 189 dwelling units across the two parcels. There are four different unit types in the project. There are two different two-story detached units and two units that are located on the second and third floors over a garage within a three-story building. The project is designed generally in clusters or "pods" of three buildings. Each pod contains two two-story detached units and one multi-unit three-story building with garages below. There is a central courtyard and private yard space between the multi-unit building and single unit buildings. The

project includes a total of 404 parking spaces, and also includes site amenities such as a playground, swimming pool, wading pool, fitness building, and clubhouse, as well as pedestrian pathways and landscaping. A full evaluation of the project is included in the Planning Commission staff report (see Attachment 1). The approved exhibits are included in Attachments 4 and 5.

Planning Commission Testimony and Appeal

On May 13, 2021, the Planning Commission voted (6 Yes – 1 No) to approve the Design Review Permit. Prior to the Planning Commission hearing, a group of residents submitted a letter outlining their concerns with the project. This letter (known as the "Lacey, Teske, McPeak letter") was supported and "cosigned" by 133 additional residents. The verbal testimony by 18 individuals at the Planning Commission hearing was consistent with the concerns outlined in this letter. Staff provided the Commission with a response to these concerns in the "Fiddyment Bungalows Letter Response Memorandum." The Response Memorandum and the Lacey, Teske, McPeak letter are provided as Attachment 2.

On May 24, 2021, the City Clerk's office received a notice of appeal from Michael Teske (Attachment 6). Mr. Teske is one of the authors of the Lacey, Teske, McPeak letter. According to the appeal, the justification for challenging the May 13, 2021, Planning Commission approval of the Fiddyment Bungalows project is contained in the previously submitted documents from residents as well as the issues raised at the Planning Commission hearing. Materials submitted with the appeal include a series of photos of the project site and the surrounding neighborhood.

Because the justification for the appeal relies on the Lacey, Teske, McPeak letter that was provided to the Planning Commission, staff is providing the following summary of concerns from both the letter and public testimony, followed by a response to these concerns. The subject of the letter, testimony, and appeal can be divided into four topics: Aesthetics, Parking and Traffic, Safety, and Controlled Access. Staff is providing an overall response and then a discussion of each topic.

Overall Response

The Lacey, Teske, McPeak letter correctly notes that a Design Review Permit is a discretionary permit. However, the letter mischaracterizes what discretionary action was before the Planning Commission and is now before the City Council. The letter appears to take two separate tracks concurrently. On the one hand, there are concerns put forth about the design of the project. On the other hand, the remedy for those concerns appears to be to alter the scope of the project to reduce the number of dwelling units. There are legislative and contractual requirements in place that determine whether this project could be reduced in density. Staff is not able to make those findings.

According to California Government Code Section 65589.5.(j), if a local agency proposes to disapprove or impose a condition that reduces density of a housing development project that is consistent with all applicable standards, *"the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:*

> *(A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.*
>
> *(B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact*

identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density."

Staff finds that the project is consistent with the applicable standards, and there is not a preponderance of evidence that the above findings A and B can be made.

In addition to the legislative requirements above, the Fiddyment Ranch area of the WRSP is governed by the provisions of the Fiddyment Land Venture Development Agreement, which provides a variety of vested rights to the property owner, including dwelling unit allocation and development standards. California Government Code 65865.2. states that *"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement."*

A. Aesthetics

Height

The Lacey, Teske, McPeak letter and public testimony states that the three-story design is not harmonious with other development and buildings in the vicinity. The proposed project includes two-story units adjacent to the perimeter roadways and these units provide a transition from the three-story structures, which are set back 60 feet from any public roadway and approximately 120 feet from any single-family homes across the street. The project intentionally places the taller three-story units interior to the project, and two-story units fronting the streets and surrounding neighborhood. This step-down in building height provides an effective transition to better harmonize with the height of surrounding homes. In fact, the two-story units fronting the street are only 28 feet in height, while the interior three-story units are up to 38 feet in height. This is well below the R3 district height limit of 45 feet, and only three feet higher than the 35-foot height limit applicable to the surrounding R1 neighborhood. For comparison, the two-story single-family homes on the opposite side of the street are approximately the same height at 27 feet. There is a footnote in the Zoning Ordinance that states the height limit for R3 properties shall be lowered to 35 feet for "units immediately adjacent to the Single-Family Residential (R1) and Small Lot Residential (RS) districts". No units in this project would be considered immediately adjacent to the R1 zone as there is a public roadway in between the R3 and R1 zone. Even if this project was considered immediately adjacent, it would meet this requirement as all of the units closest to the R1 zone are two-stories in height and under 30 feet tall. There is no precedent for the City to limit a development below the maximum height standard requirements in the Zoning Ordinance, which this project is well under. Furthermore, the provisions of the Development Agreement governing this property vests the property owner with the ability to rely on the applicable Zoning Ordinance standards.

Color and Theme

The Lacey, Teske, McPeak letter and public testimony states that the project's bright white paint is reflective, does not compliment the house colors throughout the neighborhood and will make the

project stand out from the neighborhood. The letter goes on to state that the project's modern farmhouse architectural theme is incompatible with the design of the surrounding neighborhood. The applicant has proposed to use six different color schemes to create variety amongst the individual buildings throughout the proposed project. One of the six base colors, Sherwin Williams Greek Villa, could be considered off-white but it is not reflective. Modern farmhouse architectural style is used throughout the project. This style combines modern and traditional features, which are complementary to homes in the immediate area. Community Design Guideline MF-27 calls for multi-family projects to complement the context of adjacent and surrounding projects, but to avoid duplication in design. Copycat architecture is discouraged. Staff compared the proposed architecture and colors for the project to existing homes in the immediate vicinity of the project and found that while the modern farmhouse style is not a copy of any existing home in the area, there are a number of complementary colors, materials, and architectural features that meet the intent of the Community Design Guidelines. The features found to be complementary to the surrounding neighborhood include the two-story detached building form, pitched roof, earth tone color schemes including many similar colors, base material of stucco, and horizontal or vertical accent siding. A more detailed comparison between the project and surrounding homes can be found in the neighbor letter response memo (Attachment 2).

B. Parking and Traffic

The Lacey, Teske, McPeak letter and public testimony encourages the City to focus on the number of bedrooms per unit rather than the project's land use designation or Zoning Ordinance standards when considering the amount of required parking on-site. There is no precedent for the City to require more parking than that required by the Zoning Ordinance. Ignoring this requirement would be in conflict with the City Council approved West Roseville Specific Plan, the City Council approved Development Agreement and subsequent amendments, the General Plan, the Zoning Ordinance, and State Planning Laws. Due to the number of bedrooms in each unit, two parking spaces are required on-site for every unit in the project. No matter the unit mix or number of units, the City parking standards are the requirement that must be enforced. Staff added Condition 67 to the project, which requires garages be kept free and clear for parking. This goes beyond the requirements for the adjacent single-family homes, which must provide two garage spaces but have no conditions to keep them clear of storage.

The letter states that single-family homes are required to have 20-foot deep driveways in order to provide additional parking. This is not correct. There are various reasons for the varying driveway depth requirements in single family zoning districts. The primary purpose of the driveway depth requirement is to ensure vehicles do not hang over the public sidewalk and impede pedestrians. A secondary purpose for driveway setbacks is to prevent garages from being the focal point of a single family dwelling, the driveway setback is always greater than the setback for living space. The project site is bordered by both Single Family Residential (R-1) and Small Lot Residential (RS) zoning districts. The R1 district has a driveway setback of 20 feet and a living space setback of between 10 and 15 feet, while the DS district has a driveway setback of 18 feet and a living space setback of between 10 and 15 feet.

The letter and public testimony states that the proposed emergency vehicle access (EVA) drives will contribute to light and noise pollution. In order to mitigate this concern, the Planning Commission added conditions of approval that will require enhanced screening of the EVA driveways to limit car light from being visible to the adjacent single family homes. These conditions are included as Conditions 2a and 27 within the Planning Commission staff report (Attachment 1).

The letter and public testimony provides concerns related to an increase in neighborhood traffic. The project proposes 30% fewer units than that allocated to the parcels, resulting in 30% fewer vehicle trips than anticipated in the City's traffic model against which the surrounding roadways were designed. Additionally, the entrances to the project are limited exclusively to Prairie Town Way, which feeds directly to Fiddyment Road; other than for emergency vehicle access, there are no driveways to the project from the surrounding residential roadways. Project opponents also cited existing cut-through traffic and speeding concerns in the neighborhood. These issues are further addressed below, and are currently under review by the Public Works Department and are not a result of the proposed project.

During the public testimony, one project opponent brought up concerns about street designations changing from what was analyzed in the West Roseville Specific Plan (WRSP) Environmental Impact Report (EIR). The speaker believes that because minor and primary residential roads were not identified or analyzed in the EIR the proposed exemption from the California Environmental Quality Act (CEQA) under Section 15182 for projects consistent with a specific plan EIR is not appropriate for the project. The speaker did not provide any evidence that the proposed project will result in any additional impacts to the traffic circulation network beyond those analyzed within the WRSP EIR. With the exception of a few primary residential roadways, the designation of minor or primary residential roadways throughout the WRSP are analyzed and determined at the time that tentative subdivision maps are submitted for a subdivision. The majority of minor and primary residential roadways were not determined during the review of the WRSP and are therefore not identified in the WRSP EIR. Based on this information, the conclusion is that the roadway designations within the vicinity of the project site are consistent with the analysis prepared for the WRSP EIR. The proposed project does not generate any new transportation impacts on the surrounding roadway network that were not already identified. In fact, as stated above, the project proposes fewer units than allocated and anticipated in the City's traffic model. No new circumstances or reasonable arguments have been presented that would warrant additional traffic analysis. Therefore, the project meets the requirements for a CEQA Section 15182 exemption.

During the public testimony, one project opponent was concerned that the designation for Prairie Town Way was being changed from a residential street to a collector. Development Services Engineering staff responded that although Prairie Town Way is proposed to be wider than a primary residential roadway, it does not fall into the classification of a collector roadway. Collector roadways are designed to carry 5,000 -12,000 cars a day. The two primary characteristics of a collector roadway are that no single-family driveways front the road, and no on street parking is permitted. These requirements are to ensure that traffic remains free flowing and vehicles aren't slowing down to park or turn into a driveway. Additionally, the travel lanes on a collector roadway are extra wide (approx. 17 ft.) to allow for higher speeds to convey larger volumes of traffic. Prairie Town Way is essentially being constructed as a primary residential roadway to accommodate on street parking, with the addition of bike lanes. The travel lanes on Prairie Town Way will be 10.5 wide, which is consistent with a residential roadway. Due to the nearby park and future commercial site, staff felt that adding bike lanes provided an additional level of safety for a cyclist traveling to these destinations while still maintaining the narrow lanes and slower speeds of a residential roadway.

C. Safety Concerns

The Lacey, Teske, McPeak letter and public testimony raises concerns about neighborhood safety with a focus on the adjacent R.G. Phillips Park. The letter claims that the project fails to provide "pedestrian, bicycle, and vehicle linkages." Crosswalks and bike lanes on public roadways are not in the scope of this private development project. The City's Public Works Department has

a study open to determine whether crosswalks will be needed in any locations surrounding the development. More data will be required when the site is developed to study the number of pedestrians crossing at various points around the development to determine whether crosswalks are necessary. Often crosswalks are not necessary or desired in this scenario as they provide a false sense of security to pedestrians.

The letter and testimony includes a concern about the front door entries onto adjacent streets. These entries facing the street, as well as other paths, are in fact the pedestrian linkages to surrounding developments that the Community Design Guidelines calls for. CDG MF-29 considers the relationship of a multi-family project and surrounding streets. The guideline provides that pedestrian scaled entry should be a prominent feature of the front elevation. Entry doors fronting on the surrounding public streets provide for activity and engagement with the surrounding neighborhood and public amenities. In contrast to the arguments in the letter, there are examples of multi-family developments that interact with nearby single family neighborhoods. The Campus Oaks Apartments is a recent example. That project is separated from a single-family residential development with a 30-foot wide bike/pedestrian paseo.

The letter and testimony includes concerns related to speeding within the neighborhood. As mentioned above, the City Public works Department is reviewing these concerns with studies on various aspects of vehicle safety related to cut-through trips as well as vehicle speeds. Past studies have shown that the neighborhood streets around the project carry in the range of 300-500 cars a day whereas they are designed to accommodate up to 5,000 trips per day (for a primary residential street) and typical speeds have been found to be average for the City. The proposed project will undoubtedly bring additional residents and cars to the neighborhood. These future residents were anticipated with the adoption of the WRSP in 2004 and accounted for in all City modeling and plans in the intervening years. The project proposes 70% of the dwelling units anticipated by the specific plan and City traffic models.

D. Controlled Access

The Lacey, Teske, McPeak letter and public testimony indicates that the project should be separated from the single family neighborhood with fencing. The letter requests that fencing and limited access to the project be required. The Community Design Guidelines do not require fencing around multi-family housing. The letter rightly states that Guideline MF-9 indicates “a project should provide fencing as appropriate between adjacent land uses.” The proposed project is not adjacent to single family homes, it is located across a public residential roadway from single-family homes. Fencing is appropriate when a multi-family project shares a property line with single-family lots. Fencing around the proposed project would have the effect of providing a barrier to connectivity and access to surrounding public streets and amenities. The proposed project is designed with forward-facing front doors that engage the community. Perimeter fencing is not required and would not be appropriate with this design.

The letter and testimony suggests that fencing and limited access will reduce crime associated with the project. Staff consulted with the Police Department on whether anything about the project design would lead to an increase in crime in the area. Police stated there is no data to show that high-quality market-rate multi-family projects such as the proposed lead to an increase in crime beyond any similar single-family development and saw no issues with the design.

The letter states that a fence around the project would also reduce light and noise pollution. Lighting for the units on the perimeter of the project are wall sconces in a design similar to a single-family home. Condition 48 on the project requires that “All on-site external lighting shall be

installed and directed to have no off-site glare." Violation of this condition is enforceable by the City's Code Enforcement Division. As discussed above, the two parking lots with EVA access adjacent to the street will be largely screened and the small number of parking spaces in these locations will create a low level of off-site light from cars in the evening. Off-site glare from these vehicles will be mitigated by the access gates added as Condition 27 during the Planning Commission hearing. There is one other six-space parking lot adjacent to a public street. This lot will be fully screened by landscaping. The noise created during trash collection from the four trash enclosures on site will be short in duration, typical of multi-family development, and below the thresholds of the City's Noise Ordinance.

Conclusion

The proposed Fiddyment Bungalows project is consistent with the policies and intent of the General Plan and the WRSP, and the required findings for the requested entitlement can be made. On May 13, 2021, the Planning Commission approved the Design Review Permit. Staff recommends that the City Council deny the appeal, upholding the Planning Commission's action, and approve the requested entitlement.

FISCAL IMPACT

The development of the site with residential uses will not result in negative impacts to the City's General Fund as the City has planned for municipal services within the WRSP area. The project will create jobs during the initial construction of the site.

ENVIRONMENTAL REVIEW

The proposed project is statutorily exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the proposed project is consistent with the previously completed analysis. A copy of the WRSP EIR is available for review in the Development Services – Planning Division at 311 Vernon St, as well as on the City of Roseville website.

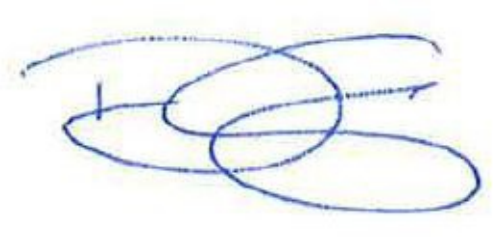
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Sean Morales, Assistant Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-307

Attachment 1 - Planning Commission Staff Report

Attachment 2 - Staff Response Memo and Neighbor Letter

Attachment 3 - Neighbor Letter Co-Signers

Attachment 4 - PC Exhibits A-C

Attachment 5 - PC Exhibits D-F

Attachment 6 - Appeal

Marcus LoDuca Letter

RESOLUTION NO. 21-307

DENYING THE APPEAL OF THE MAY 13, 2021 APPROVAL BY PLANNING COMMISION, ADOPTING THE FOUR FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT SUBJECT TO SEVENTY-EIGHT CONDITIONS OF APPROVAL

WHEREAS, on February 4, 2004 the City Council adopted the West Roseville Specific Plan; and

WHEREAS, on May 13, 2021, the Planning Commission held a public hearing on the Fiddyment Bungalows project located at 2150, 2151 Prairie Town Way in the West Roseville Specific Plan area; and

WHEREAS, the Fiddyment Bungalows project is a request for a Design Review Permit to allow construction of a high-density multi-family residential project consisting of 189 dwelling units located on two parcels; and

WHEREAS, on May 13, 2021, the Planning Commission voted 6 Yes – 1 No to approve a Design Review Permit to allow construction of the Fiddyment Bungalows project 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 course; 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; irrigation; and lighting which results in 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 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, following the Planning Commission's approval, Michael Teske filed an appeal of the Planning Commission's approval based on concerns related to the design of the Fiddyment Bungalows project; and

WHEREAS, a review of the proposed site layout and design has found that the Fiddyment Bungalows project complies with the General Plan, West Roseville Specific Plan, the Community Design Guidelines, and Zoning Ordinance; and

WHEREAS, after holding a hearing on July 7, 2021 and considering the entire record, staff recommends that the City Council deny the appeal of the Planning Commission's approval of the Fiddyment Bungalows project because the four (4) Findings of Fact for the Design Review Permit can be made; 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 seventy-eight (78) conditions of approval; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Roseville hereby denies the appeal of the Planning Commission's May 13, 2021 approval of the Fiddyment Bungalows project; 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 seventy-eight (78) conditions of approval.

PASSED AND ADOPTED by the Council of the City of Roseville this 7th day of July, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting ***May 13, 2021***

Prepared by: Sean Morales, Assistant Planner

ITEM 6.2: Design Review Permit – 2150 PRAIRIE TOWN WAY – WRSP PCL F-25 & F-26 – Fiddyment Bungalows – PL20-0258

REQUEST

The applicant requests approval of a Design Review Permit to allow construction of a total of 189 rental dwelling units on two parcels. Parcel F-25 (2150 Prairie Town Way, APN 492-013-005) is proposed for 93 units. Parcel F-26 (2151 Prairie Town Way, APN 492-013-003) is proposed for 96 units. The project also includes clubhouse/leasing, fitness, and pool buildings, outdoor play areas, and associated landscape, lighting, and parking. Access to the sites will be provided by driveways on Prairie Town Way.

Applicant — Tim Fisher, Van Daele Homes
Owner — JEN CALIFORNIA 15 LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

A. Adopt the four (4) findings of fact and approve the Design Review Permit subject to seventy-eight (78) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

Planning staff received one letter in opposition to the project signed by 5 residents that live in the vicinity of the project (Attachment 1). The letter cites concerns regarding Aesthetics, Parking and Traffic, Safety, and Controlled Access among other items. The letter was received without adequate time for staff response before staff report publication. Staff will provide the Commission a separate memorandum that addresses the letter (the letter and response will be uploaded to the online staff report). Staff also received a packet of forms from 133 additional residents co-signing the letter (Attachment 2).

The applicant has reviewed and is in agreement with the recommended conditions of approval.

BACKGROUND

The project site is located on parcels F-25 and F-26 of the West Roseville Specific Plan (WRSP), on either side of the future Prairie Town Way south of the intersection with Fiddyment Road (see Figure 2). The project is bounded on the north by Community Commercial parcels F-32 & F-33, on the west by Low-Density Residential subdivision F-16, on the south by RG Phillips Park, and on the east by Low-Density Residential subdivision F-15B. The subject parcels are designated High Density Residential (HDR) and are zoned Multi-Family Housing (R3). Parcels F-25 and F-26 have been planned for HDR land use since the adoption of the WRSP in 2004. The number of allocated units has shifted up and down within the HDR range in that time but has been consistently 25 units/acre since 2014. The allocated number of units and development standards for the project site have been vested with adoption of the Development Agreement with Roseville Fiddyment Land Venture, LL, with respect to the West Roseville Specifc Plan and all subsequent amendments to the Development Agreement.

The parcels are located within Phase 2 of the Fiddyment Ranch Master Plan within the West Roseville Specific Plan. The project site has previously been rough graded and is currently undeveloped. Prairie Town Way, which bisects the project site, is under construction.

The current project, Fiddyment Bungalows, proposes the construction of 189 multi-family rental dwelling units. The project includes 141 residential buildings across the two parcels. There are four different plan types in the project. Plans 3 and 4 are two-story detached units. There are a total of 93 of the two-story buildings in the project. Plans 1 and 2 are located together in a three-story building with a garage at the ground level. There are a total of 48 of the three-story buildings in the project. The project is designed generally in clusters or "pods" of three buildings. Each pod contains a Plan 3 and Plan 4 building side-by-side and a multi-unit building with garages below in the rear (Figure 1). There is a central courtyard and private yard space between the multi-unit building and single unit buildings. The project includes a total of 404 parking spaces, and also includes site amenities such as a playground, swimming pool, wading pool, fitness building, and clubhouse, as well as pedestrian pathways and landscaping. The proposed multi-family project is a principally permitted use in the R3 zone, and a Design Review Permit is required to evaluate the project's design.

Figure 1. Pod Layout

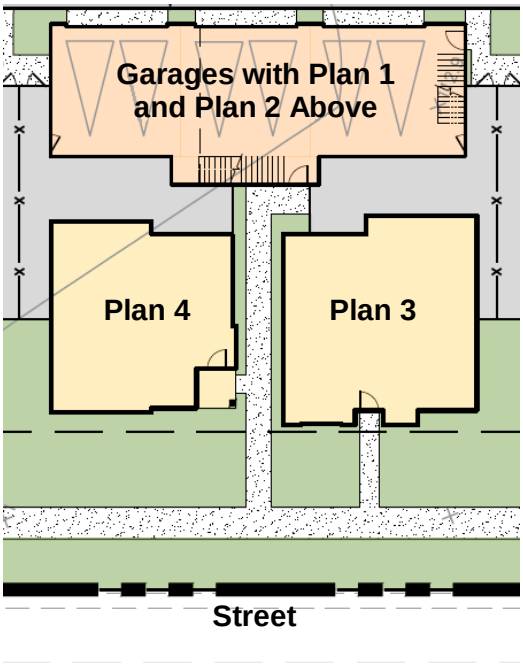


Figure 2: Project Location



SITE INFORMATION

Location: 2150 Prairie Town Way, West Roseville Specific Plan Parcels F-25 and F-26

Total Size: 11.09 acres

Topography and Setting: The site is undeveloped, and generally characterized by bare dirt and native grasses. There are no native oak trees, vernal pools, or seasonal wetlands on the site.

EVALUATION

The Design Review Permit evaluation of the project is based on the applicable development standards within the City's Zoning Ordinance and the design standards of the Community Design Guidelines. Section 19.78.60(B) of the City of Roseville Zoning Ordinance requires that four findings be made in order to approve or conditionally approve a Design Review Permit. The four findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the map in relation to each finding.

1. ***The project as approved preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water course; provides adequate drainage for the project, and allows beneficial use to be made of the site for development.***

The project site is undeveloped, and is generally flat and characterized by bare dirt and native grasses. The site was previously rough graded and limited frontage improvements were installed when the surrounding roadways were constructed. These improvements include utility stubs, curbing and gutters around the site. There are no native oak trees, vernal pools, or seasonal wetlands on the site. In order to make beneficial use of the site for development, the site will be finish graded to create level pads for the buildings, a drainage pattern which directs stormwater to the existing system, and finish boundary grades which can be appropriately tied in to the adjacent roads and other development. The preliminary grading plan has been evaluated by the Development Services Department, and conditions of approval are recommended to ensure compliance with City of Roseville Improvement Standards.

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; irrigation; and lighting which results in 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.***

Multifamily residential development guidelines are included within the City's Community Design Guidelines (CDG). The guidelines include recommendations for site planning, circulation, architecture, and other aspects of site development. The following discussions provide an evaluation with respect to the applicable design guidelines in the CDG.

Access and Circulation

The CDG recommend projects be designed consistent with the City's Engineering Design Standards and Zoning Ordinance requirements. The proposed project includes one driveway for each parcel to access the sites off of Prairie Town Way. The driveways connect to the internal roadway, with parking areas spread throughout the site (Figure 3). The driveway access and internal circulation was reviewed by the Development Services divisions and were found to be consistent with standards.

The project also includes pedestrian connectivity throughout the site and to the surrounding streets. Sidewalks internal to the project connect the buildings and the on-site amenities. Each pod has a paved central connection to the adjacent sidewalk. A Dial-a-Ride pick up location will be located within the project. Seating for the Dial-a-Ride pickup will be available within the clubhouse, with clear visibility to the pickup area.

Figure 3: Site Plan



Landscaping and Open Space

The CDG MF-44 recommends using landscaping throughout the site, placing trees to provide shading for sidewalks and public spaces, using native or drought-tolerant plants where possible, and providing a minimum of 50% shading (based on 15-year maturity) over the parking spaces. The proposed landscaping plan is included in Exhibit E. The project includes a detached sidewalk with an 8-foot planter between the sidewalk and the street. Primary street trees are proposed in the planter consistent with the WRSP to provide visual screening as well as shade on the sidewalk. Low-water use groundcover is used around the trees. Consistent with MF-47, turf is used sparingly throughout the project and limited to activity areas. Consistent with MF-58, each pod contains a varied mix of 1, 2, and 5-gallon low-water use shrubs in the front setback area. Special attention is paid to screening potentially undesirable views. There are covered parking areas located throughout the project and three of them are located adjacent to the public street. Large trees are placed adjacent to the carports for screening and 3-foot tall shrubs will be located alongside the parking spaces to screen views of the cars. The trash enclosures located on the southern portion of each parcel are screened from the public street with a combination of trees, shrubs, and vines. Many of the required parking spaces on-site are located in enclosed garages. The majority of the outdoor spaces are located under carports. In addition to the carports, trees are used in the uncovered parking and back-up areas to provide 52% shade coverage.

Additionally, the project includes open space areas on the interior of each parcel as well as other recreational amenities on each parcel. Parcel F-25 contains open turf area with grassy mounds for active play as well as shade structures, eating areas, and a wading pool. Parcel F-26 contains a more robust play area including swings, a playhouse, and a rope spinner. This parcel also contains a clubhouse and pool area including spa. These features are consistent with recommendations in the CDG concerning plazas, parks, and play lots.

Parking and Lighting

The project includes 404 parking spaces, which exceeds the City's requirement of two spaces per unit with two or more bedrooms, and one space per ten units for guest parking. Each of the 189 units in the project contains at least two bedrooms, which leads to a requirement of 378 spaces. An additional 19 spaces are required for guest parking for a total requirement of 397 spaces. The required and provided parking calculations are shown on Table 1 and Table 2. In response to neighbor concerns about parking,

staff added Condition 67 that requires all garages be kept free and clear for parking. This will help to ensure that all garage spaces will be utilized as parking and reduce the impacts of parking on adjacent streets. The condition is enforceable by inspection of the City Code Enforcement division.

Table 1. Parking Required

Units with 2+ Bedrooms	189
Resident Spaces Ratio	2 spaces/unit = 378 spaces
Guest Spaces Ratio	1/10 units = 19 spaces
Total Parking Required	397 spaces

Table 2. Parking Provided

	Total Spaces	Total Structures
Garage Parking	294	147 2-Car Garages
Carport Parking	84	12 carports
Uncovered Parking	26	N/A
Total Parking Provided	404	

Much of the lighting on-site is attached to the residential buildings at a height of approximately 7 feet from the ground. The project includes a small number of 15-foot tall lighting standards in key locations not covered by other lighting such as the central play areas and the project entrances on Prairie Town Way. Carport lighting is provided on the underside of the structures in the center of each carport. The project photometric plan and conditions of approval ensure that a minimum of one foot-candle of lighting in the parking areas and 0.5 foot-candles of lighting in the pedestrian walkways are provided. Light standards are required to be shielded to ensure that there is no off-site glare.

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 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.

The City of Roseville Zoning Ordinance development standards for R3 zones establish a maximum building height of up to 45 feet. The project includes one, two, and three-story buildings. The tallest buildings on-site are three stories with a maximum height of 37 feet 5 inches. The Zoning Ordinance requires there be a twenty-foot setback from street frontages in the R3 zone. Any of the general development standards in the R3 zone may be modified with approval of a Design Review Permit. The applicant proposes a minimum 19-foot setback along Rustler Dr. and Autumn Leaves Dr. The detached unit design for Plan 3 and Plan 4 allow for varied setbacks. The setback distances along these streets will vary from 19 feet to 25 feet, with most buildings exceeding a 20-foot setback. Unlike many multi-family projects that contain fewer and larger apartment style buildings, the detached unit design allows for breaks in between buildings and softens the appearance of the project from the street.

The arrangement of each pod with two-story units adjacent to the street and three-story units set back approximately 60 feet from the front property line creates a transition to the adjacent single-family neighborhoods, consistent with the City's Community Design Guidelines (MF-29). Figure 4 provides an example streetscape. The two-story height of the units adjacent to the street are compatible with the existing single-family homes across the street, many of which are also two stories in height.

The proposed buildings use a muted but varied palate of colors and a variety of materials in the modern farmhouse style (Exhibit D). Plans 3 and 4 are the architectural focus of the project, as those are the buildings that will be most visible from the public street. Stucco is the base field material used on all three residential building types. Accent areas are clad in horizontal or vertical cementious siding. Simulated wood corbels and gable end vent details are also present to add decorative detail. Those units that are adjacent to the street are required to provide enhanced side elevations with additional horizontal or vertical siding to add visual interest consistent with the CDG. The roofing material is a concrete flat tile similar to that found on adjacent homes. The project design mixes varied sloped and gabled roof forms, as well as material breaks between levels and wall planes, to create a varied and interesting streetscape. Six different but complementary color schemes will be featured throughout the project. The clubhouse/leasing building, fitness building, and west side pool house are all single-story, located interior to the project site, and incorporate the same colors and materials as the residential buildings. The plan elevations are found in Exhibit C. The elevations have been designed to include variation in colors, material, wall planes, and rooflines to create a visually interesting design that is compatible with the surrounding neighborhood and the CDG.

Figure 4: Example Streetscape



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.

All four trash containers will be screened within trash enclosures. The enclosures will match the color and materials of the residential buildings. There will be one enclosure located on the north and south end of each parcel. The enclosures will surround the three non-accessible sides of the trash container, and also be screened with landscaping as discussed above. Three of the enclosures will be located in the

drive aisles closest to Prairie Town Way and away from the existing residences. Due to site constraints, one enclosure will be located slightly closer to Autumn leaves Drive, though it will be screened with landscaping, partially screened by residential buildings, and located approximately 150 feet from the nearest existing residence. All other service equipment will be screened from public view, consistent with the conditions of approval.

CONCLUSION

The proposed project is a principally permitted, 189-unit multi-family project that is consistent with the WRSP. The site design and architecture are compatible with the surrounding community and environment, and will provide a beneficial use of the site. Based on the analysis included in this staff report and as conditioned, the proposed project is consistent with the General Plan, WRSP, Zoning Ordinance, and CDG, and the required findings for the Design Review Permit can be made.

SB-330 HOUSING CRISIS ACT OF 2019

In order to address California's increasing need for additional housing and the associated economic crisis, the state enacted SB-330 Housing Crisis Act of 2019. This act places restrictions on certain types of development standards, amends the Housing Accountability Act, and makes changes to the local approval processes and the Permit Streamlining Act.

One of the provisions of the law is to require negative findings for denial of a housing development project. According to California Government Code Section 65589.5.(j), if a local agency proposes to disapprove or impose a condition that reduces density of a housing development project that is consistent with all applicable standards, "the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:

> (A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
>
> (B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density."

The section further states that if the local agency considers the housing development to be inconsistent with the applicable regulations, the local agency must provide the applicant with written documentation "identifying the provision or provisions, and an explanation of the reason or reasons it considers the housing development to be inconsistent, not in compliance, or not in conformity as follows:

> (i) Within 30 days of the date that the application for the housing development project is determined to be complete, if the housing development project contains 150 or fewer housing units.
>
> (ii) Within 60 days of the date that the application for the housing development project is determined to be complete, if the housing development project contains more than 150 units."

Failure to comply with this requirement would result in the project being deemed consistent.

As discussed throughout this document, staff supports the proposed project because it is consistent with all applicable planning documents and is consistent with the development that has been anticipated on this site

since adoption of the WRSP. Denial of the project would require that the above findings be made in writing and that the findings be supported by a preponderance of the evidence. Staff cannot provide evidence of a "specific adverse impact" to support any of the above required findings.

PUBLIC OUTREACH

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Early notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations.

Two community meetings were held with the Fiddyment Farm Neighborhood Association at their monthly meetings on February 9th and March 9th. Notice of the meeting was mailed to residents and property owners within 300 feet of the project. The applicant presented the project at the initial meeting and staff and the applicant were present to answer any questions as well as hear community feedback. The meetings were held virtually and attendees provided comments and questions. In response to the meeting, staff received requests from 27 residents outside of the 300-foot mailing radius to be added to the notification list for the project. A third smaller meeting with three representatives from the neighborhood was held virtually by staff on April 22nd. Staff has communicated with residents one-on-one throughout the project as well. The neighborhood concerns were consistent during the two larger meetings. Staff created a project page on the City's website to address common concerns. The most common concerns are paraphrased and summarized below with a staff response provided.

Density: *Can this project be changed to a single-family subdivision like the existing adjacent homes?*

Parcels F-25 and F-26 have been planned for High-Density Residential (HDR) land use since the adoption of the WRSP in 2004. The number of allocated units has shifted up and down within the HDR range in that time but has been consistently 25 units/acre since 2014. At the fully permitted density, this project would include 277 units across the two parcels. The applicant proposes a project with 189 units, which is approximately 70% of the allowed density anticipated in all of the City's planning documents. Further, the provisions of California Government Code Section 66300 prohibits the City from taking action that would change the land use or zoning of the property to a less intensive use.

Parking: *Can we prohibit multi-family residents from parking on public streets?*

The City cannot prohibit residents of the proposed project from parking on public streets. The parking provided by the project exceeds the City's minimum parking requirement based on the number and size of the units. Three of the units in each pod will have two off-street parking spaces located in enclosed garages adjacent to their units. The fourth unit in each pod will have two off-street parking spaces in the carport parking areas spread throughout the project. The public streets adjacent to the project (Rustler Dr., Prairie Town Wy., Autumn Leaves Dr.) are designed for parallel parking and will provide an additional approximately 90 on-street parking spaces immediately adjacent to the project based on the lineal frontage and an assumed parallel parking space of 22 feet long. In response to neighbor concerns, staff added Condition 67 that requires all garages be kept free and clear for parking. This condition is enforceable by inspection by the City Code Enforcement division.

Traffic: *There is too much traffic in the neighborhood and the project will create dangerous conditions.*

The City is divided into Traffic Analysis Zones (TAZ), which are used for travel demand forecasting. The TAZ for this area assumes maximum buildout of the parcels with 277 units. The applicant proposes to build out the project to 70% of the anticipated density and will therefore create 30% less traffic than anticipated in the City's traffic model. Residents brought up other concerns with cut-through traffic from Fiddyment Rd. to Crocker Ranch Rd. across the neighborhood. Though this is not a concern directly related to the proposed project, staff conferred with Public Works-Traffic Engineering for more insight.

Public Works will be conducting studies in the area, but preliminary numbers show that 85% of traffic that may cut through the neighborhood uses sections of Casa Sedona Dr. and Angus Rd. that do not bypass any residential frontages. Public Works has conducted several studies over the past two years that have shown between 280 and 500 cars per day travelling on Old Coach Dr. Old Coach Road was designed and constructed consistent with the City's primary residential road standard. Primary residential roads are designed to accommodate up to 5,000 vehicles per day. Lastly, Public Works noted that traffic volumes are expected to be lower in the first 5-10 years of any given area and will steadily increase until full buildout. The existing adjacent single-family homes are up to seven years old and residents who have lived in the neighborhood throughout that time will have noticed a steady increase in traffic. Ultimately, construction of the proposed project will result in traffic volumes that are 70% of those anticipated to be generated from the site based on the current unit allocation.

Play Areas: *Can the project add play equipment to lessen the impact on R.G. Phillips Park?*

R.G. Phillips Park was designed to accommodate the amount of neighborhood and City-wide visitors as anticipated in the West Roseville Specific Plan, including residents of a high-density project on parcels F-25 and F-26. Despite this fact, in response to neighbor concerns and comments from staff, the applicant added a more robust play area in the amenity area on F-26 including swings, a playhouse, and rope spinner.

In addition, the project will be paying its fair share of city-wide and neighborhood park fees. These development impact fees will be used to fund additional park construction in the local neighborhoods and throughout the City. An example of where these funds could be used is the regional park currently being planned on Parcel F-54, which is located less than a mile from the project site.

Building Height: *Can the project height be reduced?*

The dwelling units are spread among 141 separate residential buildings. Forty-eight (48) of those buildings are three stories tall. Ninety-three (93) of the buildings are two stories tall. All of the buildings immediately adjacent to the public street are two stories tall. These two-story buildings provide a transition from the three-story buildings on the interior of the project to the adjacent single-family neighborhoods. The three-story buildings are 8.5 feet below the 45-foot maximum height allowed in the R3 zone.

Notification of Planning Commission Hearing

A public notice of the Planning Commission hearing was published on April 30, 2021, and was distributed to all property owners within 300 feet of the project site as well as the interested individuals list. The notice was also posted to the Roseville Coalition of Neighborhood Association (RCONA) website and the meeting date was added to the Projects of Interest page on the Planning Division website. One comment letter (Attachment 1) and a packet of 133 residents co-signing the letter (Attachment 2) were received in response to the notice. These comment letters generally contain many of the same questions that are listed above. However, staff will also provide a separate memorandum that addresses the items in the letter. As mentioned above, this response will be provided to the Commission and uploaded to the online staff report.

ENVIRONMENTAL DETERMINATION

The proposed project is statutorily exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the proposed project is consistent with the

previously completed analysis. A copy of the WRSP EIR is available for review in the Development Services – Planning Division at 311 Vernon St, as well as on the City of Roseville website.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Adopt the findings of fact as stated in the staff report and approve the **Design Review Permit – 2150 Prairie Town Way – WRSP PCL F-25 & F-26 Fiddyment Bungalows – PL20-0258** subject to seventy-eight (78) conditions of approval.

CONDITIONS OF APPROVAL FOR DESIGN REVIEW PERMIT FILE #PL20-0258

1. This Design Review Permit approval shall be effectuated within a period of two (2) years from **May 13, 2021** and if not effectuated shall expire on **May 13, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **May 13, 2024**. (Planning)

2. The project is approved as shown in **Exhibits A - F** and as conditioned or modified below.

    a. Carports shall be designed with colors and materials that match the approved home designs to the satisfaction of the Planning Division. (Planning) (Added by Planning Commission at 5/13/21 hearing)

3. The project shall comply with all required environmental mitigation identified in the West Roseville Specific Plan EIR, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

4. The project shall be addressed as 2150 Prairie Town Way. The address for F-25 shall be 2150 Prairie Town Way. The address for F-26 shall be 2151 Prairie Town Way. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Electric, Finance)

6. The 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)

7. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)

8. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

9. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

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-inch 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 11 of the CBC.

   iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

10. Signs and/or striping shall be provided on-site as required by the Planning Division to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)

11. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

12. 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 preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)

    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, Environmental Utilities)

    e. Landscaping adjacent to preserve areas shall consist of California native, drought-tolerant groundcover, shrubs, plants, and trees. (Open Space, Planning)

    f. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

g. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

h. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

13. 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)

14. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed addressing for the building and dwelling unit numbers. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)

15. 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)

16. 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)

17. Building permit plans shall comply with all applicable code requirements (California Residential Code – CRC – based on the International Residential Code, 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)

18. For restaurants, other food services, or commercial swimming pools: 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)

19. 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)

20. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)

21. 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)

22. A note shall be added to the grading plans that states:

    *"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)

23. Prior to issuance of a building permit, the property owner shall pay the WRSP Transit Shuttle Service Fee per the Development Agreement Section 3.15.14 (Alternative Transportation).

24. The site shall include a designated Dial-a-Ride drop off and pick up area with an accessible path of travel to the main entrance of the building. Applicant shall install a pole for Dial-A-Ride sign (sign provided by Alternative Transportation). A covered seating area for our Dial-a-Ride passengers shall be located at the main entrance and it will be visible from the drive aisle of the drop-off and pick-up area. (Alternative Transportation, Planning, and Engineering).

25. Prairie Town Way shall be striped to account for street parking along the entire project frontage. The striping shall provide for a typical half-section of 10.5' wide travel lane, 5' bike lane with the remaining pavement width for street parking (both sides of the street). (Engineering)

26. Prairie Town Way shall be substantially complete prior to occupancy of the Fiddyment Bungalows. (Engineering)

27. The applicant shall provide bollards that fold down and lay flat at Emergency Vehicle Access locations per City of Roseville Standard Detail ST-38. In addition, gates, fencing or other screening shall be installed at the end of the parking and EVA areas to the satisfaction of the Planning and Engineering Divisions. (Engineering, Planning) (Added by Planning Commission at 5/13/21 hearing)

28. 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 Recorder's Office. (Engineering)

29. 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. (Alternative Transportation, Building).

30. 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)

31. 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, and 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)

32. 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)

33. 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)

34. 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, Engineering 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)

35. 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)

36. 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)

37. 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)

38. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

39. 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 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

    b. Water, sewer and recycled mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions of approval.

    c. All sewer manholes shall have all-weather, 10-ton vehicle access unless otherwise authorized by these conditions of approval. (Environmental Utilities)

40. 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)

41. 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)

42. 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)

43. 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)

44. 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)

45. 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)

46. 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

47. This project shall be annexed into the Fiddyment Farm CFD for services related to neighborhood park and streetscape maintenance. (Parks, Recreation, and Libraries)

48. 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)

49. 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)

50. 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:

51. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b. For maintenance purposes, the landscaping shall 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 preventer shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

52. 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.

b. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

53. 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)

54. Inspection of the potable water supply system on new commercial/industrial/office projects shall be as follows:

a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventer.

b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventer 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)

55. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

56. 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)

57. 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)

58. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

59. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

60. 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)

61. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

62. 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)

63. 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)

64. It is the responsibility of the developer to ensure 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:

65. 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)

66. 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)

67. The garages shall be maintained as the required parking spaces for the tenants of the apartment complex. Incidental storage can be provided within the garages. However, storage shall not occur within the garages in such a fashion as to restrict a tenant’s ability to park within the garage (Planning)

68. All two-story buildings immediately adjacent to a public street are required to provide enhanced elevations. (Planning)

69. 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)

70. 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)

71. 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)

72. 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 of not and if site remediation is required. (Fire)

73. 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)

74. 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)

75. 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 that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

76. 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)

77. 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)

78. 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 Division 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. An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

Attachments

1. Neighbor Letter
2. Letter Co-Signers

Exhibits

A. Site Plan and Details
B. Preliminary Civil Plans
C. Building Plans
D. Color Boards
E. Preliminary Landscape Plans
F. Photometric Plan

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MEMORANDUM

To: Planning Commission

From: Sean Morales, Assistant Planner

Date: May 7, 2021

Re: WRSP PCL F-25 & F-26 Fiddyment Bungalows – Response to Neighbors Letter

The purpose of this memorandum is to adequately respond to a letter submitted by residents concerning the Fiddyment Bungalows project. Typically staff would provide a response to public comment received within the staff report. Given the length of the letter and the timing of receipt on the day of publishing, staff was not able to include a response in the published staff report. This memo addresses each subject in the letter.

Overall

The letter correctly notes that a Design Review Permit is a discretionary permit. However, the letter mischaracterizes what discretionary action is before the Planning Commission. The letter appears to take two separate tracks concurrently. On the one hand there are concerns put forth about the design of the project. On the other hand, the remedy for those concerns appears to be to alter the scope of the project to reduce the number of dwelling units. There are legislative and contractual requirements in place that determine whether this project could be reduced in density. Staff is not able to make those findings. As discussed in the staff report:

According to California Government Code Section 65589.5.(j), if a local agency proposes to disapprove or impose a condition that reduces density of a housing development project that is consistent with all applicable standards, "the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:

> (A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
>
> (B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density."

Staff finds that the project is consistent with the applicable standards and there is not a preponderance of evidence that the above findings A and B can be made.

In addition to the legislative requirements above, the Fiddyment master plan area is governed by the provisions of the Fiddyment Development Agreement, which provides a variety of vested rights to the property owner – including dwelling unit allocation and development standards. California Government Code 65865.2. states that "A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement."

The Planning Commission has the discretion to make the findings for a Design Review Permit, as described in the staff report. Staff recommends the commission adopt the findings based on the staff report and the further discussion on points brought up in the letter below.

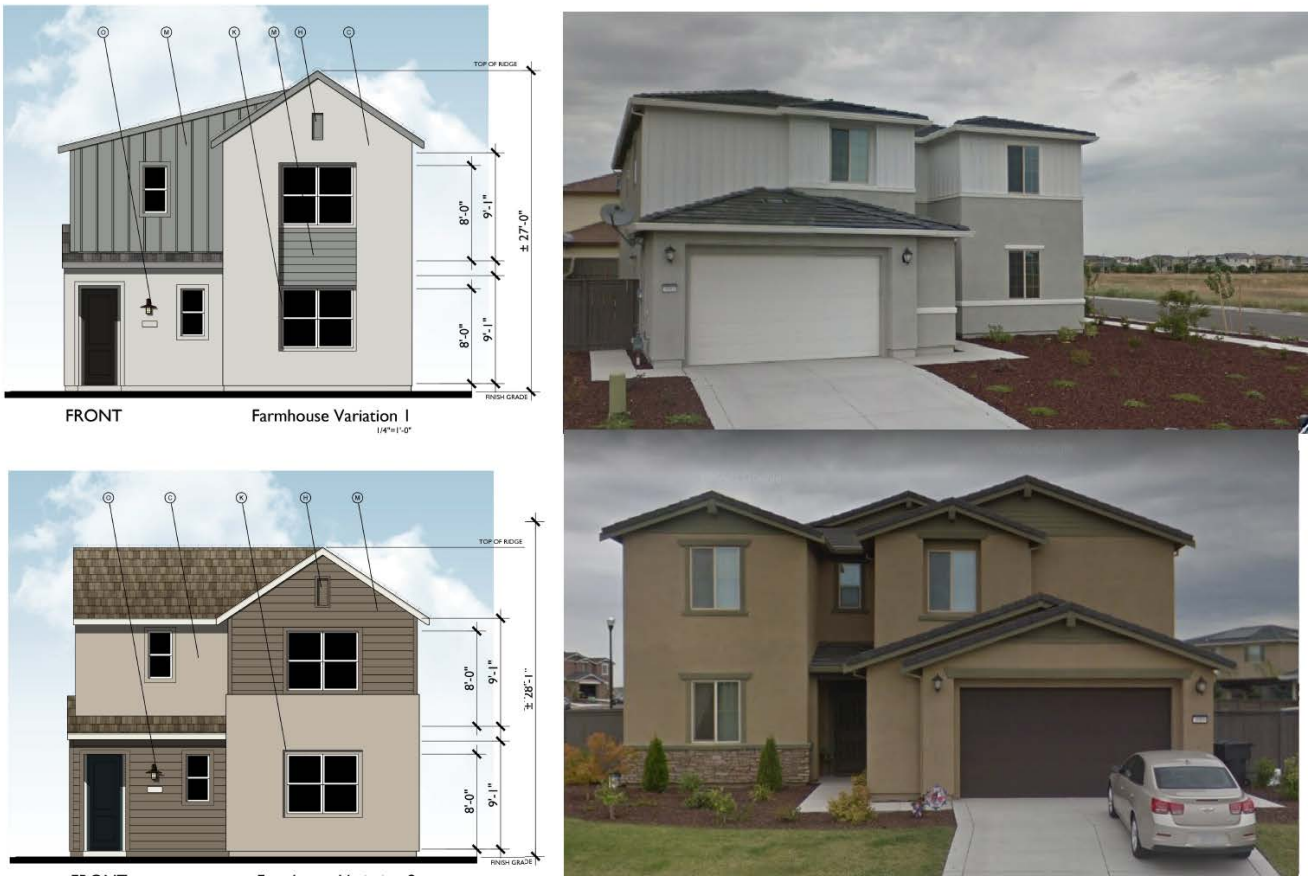
Compatibility with the Neighborhood

A. Aesthetics

Height
As discussed in the staff report, the 2-story units provide a transition from the three-story units, which are set back 60 feet from any public roadway and approximately 120 feet from any single-family homes across the street. This transition considers and is harmonious with the surrounding neighborhood. The Zoning Ordinance height maximum in the R3 zone is 45 feet. There is a footnote in the ordinance that states the height limit shall be lowered to 35 feet for "units immediately adjacent to the R1 and RS zone districts". No units in this project would be considered immediately adjacent to the R1 zone as there is a public roadway in between the R3 and R1 zone. Even if this project was considered immediately adjacent, it would meet this requirement as all of the units closest to the R1 zone are two-stories in height and under 30 feet tall. These units on the perimeter of the project are similar in height and scale to many of the homes in the R1 zone. There is no precedent for the City to limit a development below the maximum height standard requirements in the Zoning Ordinance, which this project is well under. Furthermore, the provisions of the Development Agreement governing this property vests the property owner with the ability to rely on the applicable Zoning Ordinance standards.

Color and Theme
There are 6 color schemes proposed for the project. The letter refers to a "reflective" white color. One of the six base colors, Sherwin Williams Greek Villa, could be considered an off-white and it is not reflective. Farmhouse architectural style is used throughout the project. This style combines modern and traditional features, which are complementary to homes in the immediate area. Community Design Guideline MF-27 calls for multi-family projects to complement the context of adjacent and surrounding projects, but to avoid duplication in design. Copycat architecture is discouraged. Staff compared the proposed architecture and colors for the project to existing homes in the immediate vicinity of the project (Figure 1). The top image compares one of the variations of Plan 3 in the project to the existing home at 4065 Chuckwagon Wy. located across the street from the project site. Complementary features include the two-story height, color scheme, base material of stucco, and vertical accent siding. The bottom image compares another variation of Plan 3 to an existing home at 5024 Stetson St. located approximately 160 feet from the project site. Complementary features include the two-story height, earth tone color scheme, base material of stucco, and horizontal accent siding. While the Farmhouse style is not a copy of any existing home in the area, there are a number of complementary colors, materials, and architectural features that meet the intent of the Community Design Guidelines.

Figure 1. Architectural Comparison to Existing Homes



B. Parking and Traffic

The letter encourages the commission to not focus on the project's land use designation, which determines the amount of required parking on-site. There is no precedent for the City to require more parking than that required by the Zoning Ordinance. Ignoring this requirement would be in conflict with the City Council approved West Roseville Specific Plan, the City Council approved Development Agreement and subsequent amendments, the General Plan, the Zoning Ordinance, and State Planning Laws. Due to the number of bedrooms in each unit, two parking spaces are required on-site for every unit in the project. No matter the unit mix or number of units, the City parking standards are the requirement that must be enforced. Staff added Condition 67 to the project, which requires garages be kept free and clear for parking. This goes beyond the requirements for the adjacent single-family homes, which must provide two garage spaces but have no conditions to keep them clear of storage.

The letter states that single-family homes are required to have 20 feet deep driveways in order to provide additional parking. This is not correct. There are various reasons for the varying driveway depth requirements in single family zoning districts. The primary purpose of the driveway depth requirement is to ensure vehicles do not hang over the public sidewalk and impede pedestrians. A secondary purpose for driveway setbacks is to prevent garages from being the focal point of a single family dwelling, the driveway setback is always greater that the setback for living space. The project site is bordered by both Single Family Residential (R-1) and Small Lot Residential (RS) zoning districts. The R1 district has a driveway setback of 20 feet and a living space setback of between 10 and 15 feet, while the DS district has a driveway setback of 18 feet and a living space setback of between 10 and 15 feet.

The emergency vehicle access (EVA) mentioned in the letter is a requirement for the Fire Department. The two emergency driveways face onto the side of one house each. The EVA driveways are attached to 12-space parking areas. Three-foot tall landscape screening is proposed on either side of the driveway to screen views of the cars and block light. There may be some amount of light that passes through the EVA driveway when cars are pulling in and out. Given the small number of cars in these parking areas, the overall effect will be minimal and this amount of light is to be expected with normal traffic for any home on a corner lot.

The letter provides concerns related to neighborhood traffic. As discussed in the staff report, the proposed project includes approximately 70% of the dwelling units allocated for the site. The Development Services Engineering Division has reviewed the proposed project and determined the project traffic volumes will be approximately 70% of that assumed for the project site.

C. Safety Concerns

The letter raises concerns about neighborhood safety with a focus on the adjacent R.G. Phillips Park. The letter claims that the project fails to provide "pedestrian, bicycle, and vehicle linkages". Later there is a concern raised about the front door entries onto adjacent streets. These entries facing the street, as well as other paths, are in fact the pedestrian linkages to surrounding developments that the Community Design Guidelines calls for. CDG MF-29 considers the relationship of a multi-family project and surrounding streets. The guideline provides that pedestrian scaled entry should be a prominent feature of the front elevation. Entry doors fronting on the surrounding public streets provide for activity and engagement with the surrounding neighborhood and public amenities. In contrast to the arguments in the letter, there are examples of multi-family developments that interact with nearby single family neighborhoods. The Campus Oaks Apartments is a recent example. That project is separated from a single-family residential development with a 30-foot wide bike/pedestrian paseo.

Crosswalks and bike lanes on public roadways are not in the scope of this private development project. The City's Public Works Department has a study open to determine whether crosswalks will be needed in any locations surrounding the development. More data will be required when the site is developed to study the number of pedestrians crossing at various points around the development to determine whether crosswalks are necessary. Often crosswalks are not necessary or desired in this scenario as they provide a false sense of security to pedestrians.

As discussed in the staff report, the neighbor concerns about current and future traffic are being addressed by Public Works with studies on various aspects of vehicle safety related to cut-through trips as well as vehicle speeds. Past studies have shown that the neighborhood streets carry in the range of 300-500 cars a day whereas they are designed to accommodate up to 5,000 trips per day and typical speeds have been found to be average for the City. The proposed project will undoubtedly bring additional residents and cars to the neighborhood. These future residents were anticipated with the adoption of the West Roseville Specific Plan in 2004 and accounted for in all City modeling and plans in the intervening years. The project proposes 70% of the dwelling units anticipated by the specific plan and City traffic models.

D. Controlled Access

The Community Design Guidelines do not require fencing around multi-family housing. The letter rightly states that Guideline MF-9 indicates "a project should provide fencing as appropriate between adjacent land uses." The proposed project is not adjacent to single family homes, it is located across a public residential roadway from single-family homes. Fencing is appropriate when a multi-family project shares a property line with single-family lots. Fencing around the proposed project would have the effect of providing a barrier to connectivity and access to surrounding public streets and amenities. The proposed

project is designed with forward-facing front doors that engage the community. Perimeter fencing is not required and would not be appropriate with this design.

Staff consulted with the Police Department on whether anything about the project design would lead to an increase in crime in the area. Police stated there is no data to show that high-quality market-rate multi-family projects such as the proposed lead to an increase in crime beyond any similar single-family development and saw no issues with the design.

The letter states that a fence around the project would also reduce light and noise pollution. Lighting for the units on the perimeter of the project are wall sconces in a design similar to a single-family home. Condition 48 on the project requires that "All on-site external lighting shall be installed and directed to have no off-site glare." Violation of this condition is enforceable by the City's Code Enforcement Division. As discussed above the two parking lots with EVA access adjacent to the street will be largely screened and the small number of parking spaces in these locations will create a low level of off-site light from cars in the evening. There is one other six-space parking lot adjacent to a public street. This lot will be fully screened by landscaping. The noise created during trash collection from the four trash enclosures on site will be short in duration, typical of multi-family development, and below the thresholds of the City's Noise Ordinance.

Conclusion

As discussed above and in the staff report, the size and density of the project is principally permitted by City planning documents and further protected by additional legislative and contractual requirements. The task before staff and the commission is to determine if the project complies with any applicable guidelines affecting how the project is designed. Based on the discussion above and in the staff report, staff finds that the project as proposed meets the applicable guidelines and recommends approval.

Please contact me at smorales@roseville.ca.us or at 916-774-5282 if you have any concerns.

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA 95678
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear City of Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. We request that you exercise your discretion to deny the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the project's design and to resubmit the project for approval after the concerns have been addressed.

1. Background

The parcels at issue have a land use designation of high-density residential and a zoning designation of attached housing. The proposed project will consist of 189 rental units on two parcels. The two parcels are separated in the middle by Prairie Town Way, which is presently under construction. The project is bordered to the north by two parcels having a land use designation of commercial; the commercial parcels will be developed in the future. The project is otherwise bordered by the RG Phillips neighborhood park and low-density single-family homes to the south on Old Coach Drive and Angus Road, and low-density single-family homes to the east and west on Autumn Leaves Drive and Rustler Drive.

Attached hereto as Exhibit A is a collection of photos of the neighborhood where the project is proposed. As shown, the project will be surrounded by single-story and two-story homes. Indeed, many of the homes directly across from the project are single-story homes. There is no wall separating the low-density residential parcels from the project across the street. Also, the driveways of several homes are located on Autumn Leaves Drive and Rustler Drive, directly facing the project.

Van Daele Homes participated in two community meetings on February 9, 2021, and March 9, 2021. As explained further herein, the on-site parking compliance was inaccurately represented to the community at both the February and March meetings. Additionally, the correct second submittal plans were not uploaded to the City's projects of interest website until March 17, 2021, eight days *after* the last community meeting. The "interest list" also did not receive notice that the third submittal plans were uploaded

to the City's website.[1] The foregoing does not comport with the City's focus on promoting and fostering a culture of public participation.

Many community members have expressed concerns regarding the project. Those concerns were raised in the community meetings, individually with the Planning Department, and by the undersigned residents as a group with the Planning Department. The concerns raised by the community include but are not limited to: the incompatibility of the project with the existing neighborhood as to the architecture, including the three-story design, color schemes, and theme; possible non-compliance with the landscaping and screening requirements; increased traffic (in a community already experiencing significant through traffic from Crocker Ranch); parking concerns; safety concerns (for example, speeding is already a significant concern in our community); lack of adequate play areas within the project; the absence of a fence around the area as laid out originally in the West Roseville Specific Plan (Specific Plan); the impacts to driveways facing the project; whether the width of the roads are appropriate for the intended use; the need for adequate crime reduction measures; impacts to schools (especially when our community is being squeezed out of Barbara Chilton Middle School to make way for new development); impacts to the RG Phillips neighborhood park; and negative property value impacts.

The City's Planning Department was able to secure some changes to the project in response to the foregoing concerns. For example, the project now includes swings, a rope spinner, and a playhouse, which were added in the third submittal. We recognize and appreciate the Planning Department's assistance in that regard, but several concerns remain. Unfortunately, the addition of the foregoing resulted in the deletion of a bocce ball court, even though it appears there is still enough space to include it. Van Daele Homes has made *no attempt* to alleviate or address any of the concerns raised by the residents. It appears all the changes that have been made to the plans have been done at the Planning Department's request.

Because the Commission's purview is limited to determining whether to approve the design permit based on specific criteria, this letter focuses on the design permit criteria and the findings required under the City Municipal Code. We note, however, that our community is not abandoning the other concerns raised throughout this process. In that regard, several members of the community remain concerned about reduced property values and increased crime. Several members of the community have also requested that the City and Van Daele Homes consider rezoning of the property from high-density

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[1] Sean Morales individually notified Louinda Lacey that the third submittal plans were uploaded to the public website in response to her inquiry about status. The individuals on the interest list were never notified, however.

residential to medium-density or low-density residential in light of at least three parcels having been rezoned from non-residential to residential in the Specific Plan since 2004 (F-55, W-28, W-29), and for the project to be owner-occupied rather than tenant-occupied.

2. The Commission Is Making A Discretionary Decision

It is important to note the approval of a design review permit is a *discretionary* decision. (See *Breneric Associates v. City of Del Mar* (1998) 69 Cal.App.4th 166, 174.) One of the key questions in determining whether to approve or deny a design review permit is the compatibility of *this* project in *this* neighborhood -- the project must thus *not* be viewed in isolation. The location and nature of this project is unique in that it is being placed smack dab in the middle of an existing neighborhood, unlike other similar projects in the City. The characteristics of the existing neighborhood is therefore an important facet to the discretionary decision; indeed, the discretionary decision must take the existing neighborhood into account.

Denial of a design review permit on grounds the proposed design is aesthetically or otherwise objectionable "will be upheld as long as the denial substantially advances legitimate governmental interests and is supported by substantial evidence." (*Breneric Associates v. City of Del Mar*, *supra*, 69 Cal.App.4th at p. 176.) "The courts have repeatedly held that a determination of a project's aesthetic incompatibility with the neighborhood does not require expert testimony and that the opinions and objections of neighbors can provide substantial evidence to support rejection of a proposed development. [Citations.] The opinions of administrative board members, when based on personal observations of the neighborhood and the proposed development, can also provide evidentiary support for a determination of aesthetic incompatibility of a project." (*Id*. at pp. 176-177.) If a reasonable person could have reached the conclusion reached by the agency, a court will affirm the discretionary determination made by the agency. (*Id*. at p. 178.) We request that you consider the community's objections and opinions and exercise your discretion to deny this project as it is designed in the most recent submittal.

3. The Commission Must Make Several Findings

To grant a design review permit, the Commission must find: (1) "[t]he 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) "[t]he 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; 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) "[t]he 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 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"; and (4) "[t]he 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." (City Municipal Code, § 19.78.060, subd. B.)

4. The Project Is Incompatible With The Neighborhood

A. Aesthetics

One of the purposes of the Community Design Guidelines is to ensure a visually cohesive community. In that regard, "[t]he City recognizes the significance of not only where differing land uses are placed, but how the development of those uses interfaces with respect to design." (Community Design Guidelines, Design Character, p. 2.) As the Specific Plan notes, "[l]ow density single-family residential is the predominant land use within the [Specific Plan], and a defining characteristic of the community." (Specific Plan, ch. 3, p. 3-3.)

Height: The three-story design does not "create and enhance a sense of community and neighborhood," nor does it "[c]onsider and respond to the relationship and context of adjacent projects." (Community Design Guidelines, Multi-family Residential Development, p. 47.) The height is not "harmonious with other development and buildings in the vicinity." (City Municipal Code, § 19.78.060, subd. B.3.) Indeed, we have attached hereto as Exhibit A photos of our community for purposes of orientation. The project will tower over the existing community and be a focal point at the dome above RG Phillips Park, where Old Coach Drive and Angus Road join. It will be a visual center of the neighborhood and must thus be harmonious with the neighborhood surrounding it.

Notably, reducing the proposed three-story design to a two-story design will not impact the density for the project, although it may reduce the number of bedrooms per unit if Van Daele Homes replaces the three-bedroom units with two-bedroom units to fit in the two-story buildings. Even if the modification reduced the density, however, the City has the express flexibility under the Specific Plan to adjust residential densities given subdivision and/or design review considerations. (Specific Plan, ch. 4, pp. 4-26 –

4-27.) The current density for this project is 17 dwelling units per acre.[2] The high-density residential zoning at issue here allows for a density range of 13 dwelling units per acre or higher. (Specific Plan, ch. 4, p. 4-15.) The Commission thus has the discretion to consider whether the density proposed for this project meets the current and existing needs and design considerations.

Color: The bright white paint proposed for some of the buildings does not "[c]onsider and respond to the relationship and context of adjacent projects." (Community Design Guidelines, Multi-family Residential Development, p. 47.) It also does not compliment the neighborhood's earthen colors and warm hues. (Specific Plan Design Guidelines, §12.1.3, p. 12-2; see Exhibit A.) The reflective white paint on large walls will make the apartment complex stand out from the surrounding community instead of "creat[ing] and enhanc[ing] a sense of community and neighborhood." (Community Design Guidelines, Multi-family Residential Development, p. 47.) The white color scheme is not "harmonious with other development and buildings in the vicinity" given the placement of the project as a focal point and the towering scope of the project in relation to the neighboring homes. (City Municipal Code, § 19.78.060, subd. B.3.) Attached hereto as Exhibit B is a photo of a project with white walls currently under construction on Roseville Parkway and Gibson Drive. The exhibit demonstrates our point when compared to our existing community in Exhibit A.

Theme: The farmhouse theme is incompatible with the design of the surrounding neighborhood. (See Exhibit A.) The theme does not "create and enhance a sense of community and neighborhood," nor does it "[c]onsider and respond to the relationship and context of adjacent projects." (Community Design Guidelines, Multi-family Residential Development, p. 47.) Van Daele Homes simply reused a design from its Lathrop community without considering the characteristics of the existing neighborhood and the community within which the project would be built.[3] The current design does not match the surrounding residential homes, which incorporate a mix of varied architectural themes to give the neighborhood an enhanced and custom appearance.

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[2] City's projects of interest webpage. (https://www.roseville.ca.us/government/departments/development_services/planning/projects_of_interest.)

[3] https://www.vandaele.com/wp-content/uploads/2020/07/Hideaway-Brochure-3-10-21.pdf

B. Parking and Traffic

Two of the community's main concerns regarding the project are the anticipated parking and traffic impacts. During the March community meeting regarding this project (the last community meeting), the community was told the developer's proposed onsite parking was equal to 133% of that required by the City and the project provided a surplus of 101 onsite parking spaces. This was false. After a community member inquired as to the calculation of the number of required parking spaces, the City corrected the representation via email to the interest list members, explaining the project only provides a surplus of 7 onsite parking spaces. (See Exhibit C.) That means the project provides only 26 guest parking spaces for 189 units. This coupled with the fact that the project provides limited space for storage raises concerns that the garages will ultimately be used for storage instead of parking.

The problem is that these are *not* traditional multi-family residences. The project will have no one-bedroom dwelling units. It will have 48 two-bedroom dwelling units, 96 three-bedroom dwelling units (with three or more baths each), and 45 four-bedroom dwelling units (with three baths each). Notably, as well, the Plan 4 three-bedroom units also include a den and a loft. (Third Submittal, p. 25.) Thus, *the overwhelming majority* of the dwelling units will have *three or more bedrooms and three or more bathrooms*.[4] This project caters to large families and consolidated households, functionally intended to act as single-family homes within a multi-family design.[5] Generally, single-family residences are required to install a minimum driveway depth of 20 feet for each residence to accommodate additional parking due to the number of people anticipated to live in those homes. (Specific Plan, ch. 4, pp. 4-9 - 4-12.) Yet, Van Daele Homes is not required to do so here because the project is designated as multi-family residential.

We request that the Commission not focus on the project's land use designation but its actual design and intended function. Given the project is intended to cater to large families and consolidated households, the number of vehicles per household and the number of tenants per household will be much greater than that of other apartment

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[4] The reasonable occupancy limit in California is two people per bedroom plus one additional occupant. (https://cal-rha.org/rental-property-owner-and-managers-guide-to-californias-new-laws-for-2017.)

[5] Compare Harvest, an apartment complex on Blue Oaks Boulevard, which has multiple one-bedroom and two-bedroom plans and only one three-bedroom plan with two bathrooms. (https://www.liveatharvest.com/floorplans.aspx.) The on-street parking derived from that apartment complex is shown in Exhibit D. This project would result in greater impacts than those shown at Harvest given the additional number of bedrooms proposed per unit.

complexes. The disparity of this project must be considered, especially due to the location of the apartment complex in the middle of an existing neighborhood. To reiterate, this project needs more onsite parking. Exhibit D contains photos taken of parking conditions on streets around other apartment complexes in the City. Exhibit E contains photos taken during a real-world simulation of what parking would look like on Autumn Leaves Drive if people parked on both sides of the street. Parking will undoubtedly be an issue.

We further note that, in the first community meeting, Van Daele Homes asserted this project is similar to the single-family design it had used in Lathrop.[6] Notably, that community consisted of only two-story units and, for the 120 units (each with its own 2-car garage), Van Daele Homes provided an *additional 68 parking spaces* within the project's interior.[7] Thus, to the extent Van Daele Homes touts its Lathrop community as an example of the proposed project, it does not comport.

Parking will be an issue in another manner as well. The proposed parking lots with emergency vehicle access on Autumn Leaves Drive and Rustler Drive (as newly proposed on the third submittal) create substantial concerns as to light and noise pollution for the homes across the street inasmuch as landscape screening is unavailable. In that regard, Mike Teske, in an email to the Planning Department on April 26, 2021, proposed the installation of an architectural gate at these locations to reduce the visual, light, and noise impacts resulting from these parking areas.

As to traffic concerns, as the City is aware, our community has already repeatedly expressed frustration regarding the level of traffic and speeding observed on our community's streets. The cut-through traffic from Crocker Ranch was apparently unanticipated in the traffic models. The addition of these 189 units will only exacerbate the traffic concerns. In correspondence from Jana Cervantes on April 21, 2021, the City said it will perform four traffic and traffic safety studies in our neighborhood, but such studies are only anticipated to be completed in five to six months. The studies are necessary to inform the City as to further potential unanticipated traffic impacts from this project in light of real-world, existing circumstances.

---

6 https://www.vandaele.com/northern_california/community/hideaway-river-islands/

7 https://www.vandaele.com/wp-content/uploads/2020/07/Hideaway-Brochure-3-10-21.pdf; https://www.vandaele.com/site-plan/?post=6063.

C. Safety Concerns

This project will be located across from a neighborhood park. Nothing in the plans show that there are crosswalks or stop signs provided around the park. There are further no bike lanes on Old Coach Drive or Angus Road. In the absence of crosswalks or other safety mechanisms, the project fails to "provide pedestrian, bicycle and vehicle linkages to adjacent developments and uses." (Community Design Guidelines, Multi-family Residential Development, MF-7, p. 50.) It further fails to provide bicycle circulation and pedestrian walks "which results in a safe, efficient, and harmonious development."[8] (City Municipal Code, § 19.78.060, subd. B.2.) It should also be noted that, by placing front door access for several units on Old Coach Drive and Angus Road, the project encourages project residents to park on those streets directly above the park. This will reduce visibility of oncoming traffic for those seeking to cross the street from the project to get to the park or, in the future, for community members to get to the commercial parcels.

As the City is aware, our community has already raised significant concerns regarding speeding through our neighborhood. Indeed, one community member said a dog was hit by a car while walking on its leash. The addition of 189 units, an additional 500 plus people (assuming 2.68 people per household, as presumed by the City), and at least 378 vehicles (when assuming only 2 cars per unit) will certainly exacerbate the safety concerns around the park. The absence of any proposed safeguards to ensure safety in crossing the streets is simply unacceptable, especially when the City promotes active lifestyles and the use of green space and parks.

D. Controlled Access

The Community Design Guidelines provide that a "[p]roject should provide fencing as appropriate between adjacent land uses." (Community Design Guidelines,

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[8] Note, the use of the word "and" between "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," as shown by the italics, indicates a conjunctive function such that both of the requirements on either side of the "and" must be true in order to meet the Municipal Code requirement. (See *Fuimaono v. Samoan Congregational Etc. Church of Oceanside* (1977) 66 Cal.App.3d 80, 84; *McComb v. Superior Court* (1977) 68 Cal.App.3d 89, 96-97.)

Multi-family Residential Development, MF-9, p. 50.)[9] All around the City, there are separations between single-family homes and multi-family residences. Either the multi-family complexes have fences around them, or the adjacent single-family homes are separated from the multi-family complexes via fences or large collector roadways (even when located across the street). Photos from projects all around the City are attached hereto as Exhibit F.

We believe a fence (or something similar) with controlled access to the project is important for a few reasons. First, it will reduce crime by limiting access to the project and ensuring that only residents and their guests enter the property. Second, it will reduce light and noise pollution to the adjoining properties and the park, especially given that parking lots are located adjacent to Autumn Leaves Drive and Rustler Drive, across from homes, and trash enclosures are located across from the park. Third, it will promote the use of garages for parking.

5. Conclusion

As demonstrated herein, the project is incompatible with the existing neighborhood. As such, we contend the evidence does not support a finding that the project site design provides for vehicle parking, vehicle, pedestrian, and bicycle circulation, or access "which results in a safe, efficient, and harmonious development" or a finding that the building design "is harmonious with other development and buildings in the vicinity." (City Municipal Code, § 19.78.060, subds. B.2 & B.3.) For these reasons, we request that the Commission deny the design review permit for this proposed project as presently designed, subject to resubmittal following further discussions and negotiations with the impacted community.

Sincerely,

Christopher Monroe and Louinda Lacey
1121 Old Coach Drive
916-342-0417

Mike Teske and Jillian Teske
2348 Angus Road
916-768-2293

---

[9] Notably, this guideline does not use the term "abutting." (Cf. Community Design Guidelines, Commercial Development, CC-12, p. 14 [using the word "abut"].)

Trevor McPeak
3016 Oak Trail Way
916-549-2284

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

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5. Conclusion

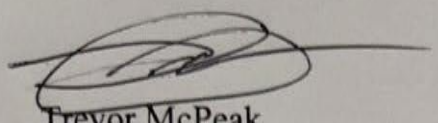
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3016 Oak Trail Way
916-549-2284

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

EXHIBIT A

CC Attachment 2

Overview of the Project:

Overhead photos of the area where the project is planned. The RG Phillips neighborhood park is across the street with single-family homes surrounding the project. The project is comprised of the brown parcels.



East Of The Project:

Views of the existing neighborhood and community to the east of the project. Three driveways are directly across the street from the proposed project. The majority of the homes across from the project are single-story.



CC Attachment 2



West Of The Project:

A view of the existing neighborhood and community to the west of the project. Three driveways are directly across the street from the proposed project.



CC Attachment 2



EXHIBIT B

White Three-Story Project Under Construction On Roseville Parkway And Gibson Drive



EXHIBIT C

CC Attachment 2

Gmail [redacted]

F-25/F-26 Project Parking Correction

1 message

Morales, Sean <SMorales@roseville.ca.us> Tue, Mar 16, 2021 at 10:05 AM
Cc: "Alvord, Scott" <SAlvord@roseville.ca.us>, Tim Fisher <TFisher@vandaele.com>, "Bitter, Greg" <GBitter@roseville.ca.us>, "Ogden, Derek" <DOgden@roseville.ca.us>

Hello All,

You are receiving this message because you have requested notice of updates about this project and I have a correction to make on how the project has been characterized. Due to incorrect information on the initial submittal, which affected staff's review, the parking surplus was stated as 101 extra spaces. The number of units (189) and number of spaces provided on-site (404) remain the same. However, the correct amount of parking required by City code is 397 spaces amounting to a surplus of 7 spaces on-site. The total amount of parking provided continues to exceed City requirements. The project website has been updated to reflect these numbers. I am available to discuss further by phone or email.

Thank you,

Sean Morales
Assistant Planner
Development Services Dept.

o: (916) 774-5282
f: (916) 774-5129

Working together to build a quality community.

Civic Center | 311 Vernon Street | Roseville, CA | 95678

EXHIBIT D

CC Attachment 2

Photos of On-Street Parking Around Apartment Complexes

1. Harvest

Parking on both sides of the street. The parking on the right side is all the way down to the no parking sign at the intersection.



CC Attachment 2

Parking on both sides of the street on the other side of the apartment complex.



2. Quail Ridge Apartments and Sonterra Apartments

Parking on both sides of Sawtell Rd all the way down to Washington Blvd.



Parking on both sides of Vallejo Ave



3. Campus Oaks Apartments

Parking on both sides of the only street on which parking is allowed.



4. Adora Luxury Townhomes

Parking on both sides of the only street on which parking is permitted.



CC Attachment 2



EXHIBIT E

CC Attachment 2

Real World Simulation Of Parking On Autumn Leaves Drive



CC Attachment 2



CC Attachment 2



CC Attachment 2



CC Attachment 2



EXHIBIT F

Separation Of Apartment Complexes From Homes

1. Harvest

The homes across from Harvest are separated by walls around the single-family residences.



CC Attachment 2



CC Attachment 2



2. The Bridges Apartment Homes

The apartment complex has fencing around the perimeter and controlled access. No parking is allowed on the streets next to this apartment complex. Single-family homes are across from and adjacent to this complex.



CC Attachment 2



CC Attachment 2



3. Adora Luxury Townhomes

Aerial photo



Fencing and controlled access around the apartment complex. Single-family homes across from and adjacent to the project.

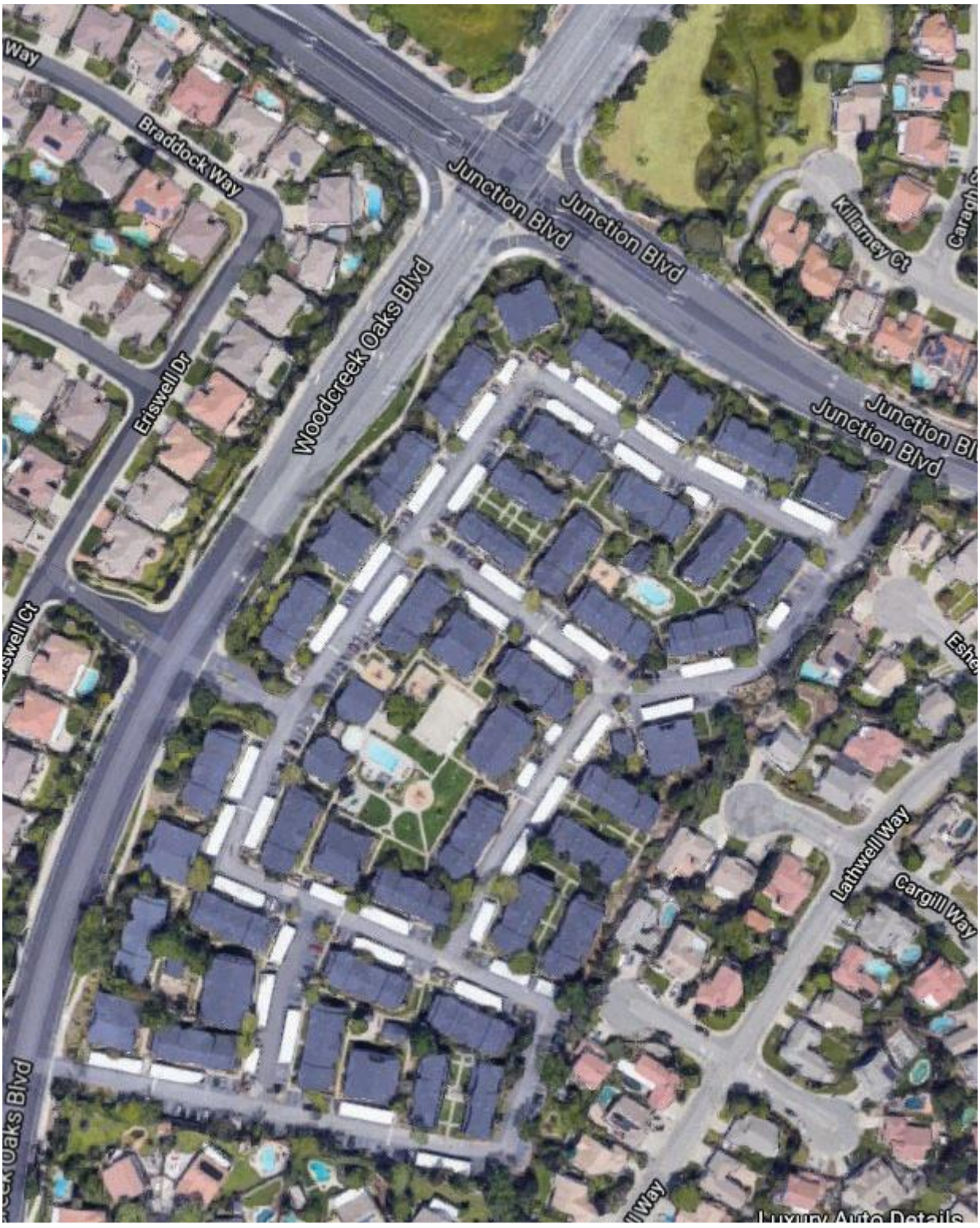


CC Attachment 2



4. Heritage Park Apartments

Aerial photo



CC Attachment 2

Fencing and controlled access around the apartment complex. No street parking.
Single-family homes across the street and adjacent to the complex.



CC Attachment 2



CC Attachment 2



5. Siena Apartments

Single-family homes across the street are surrounded by a wall.

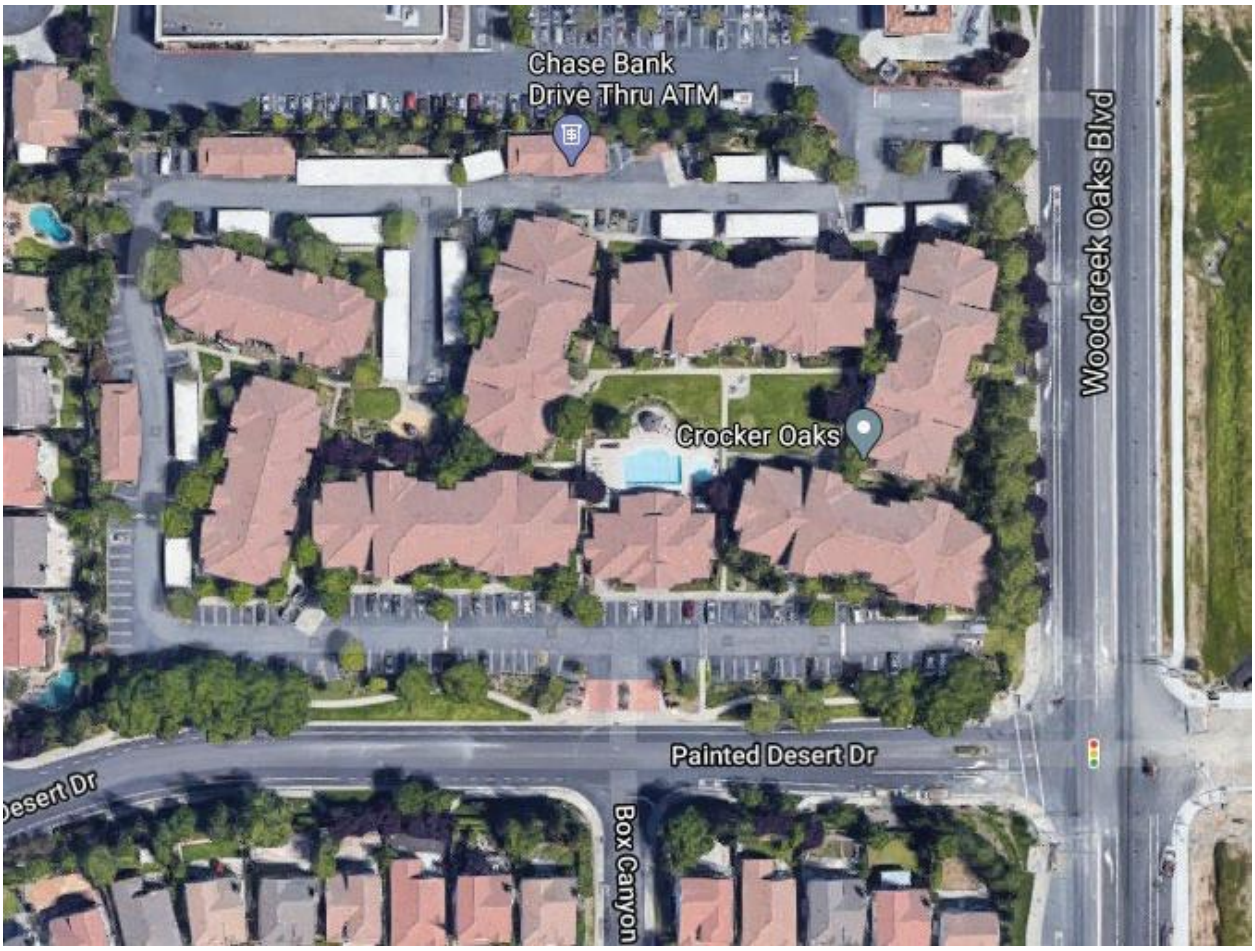


CC Attachment 2



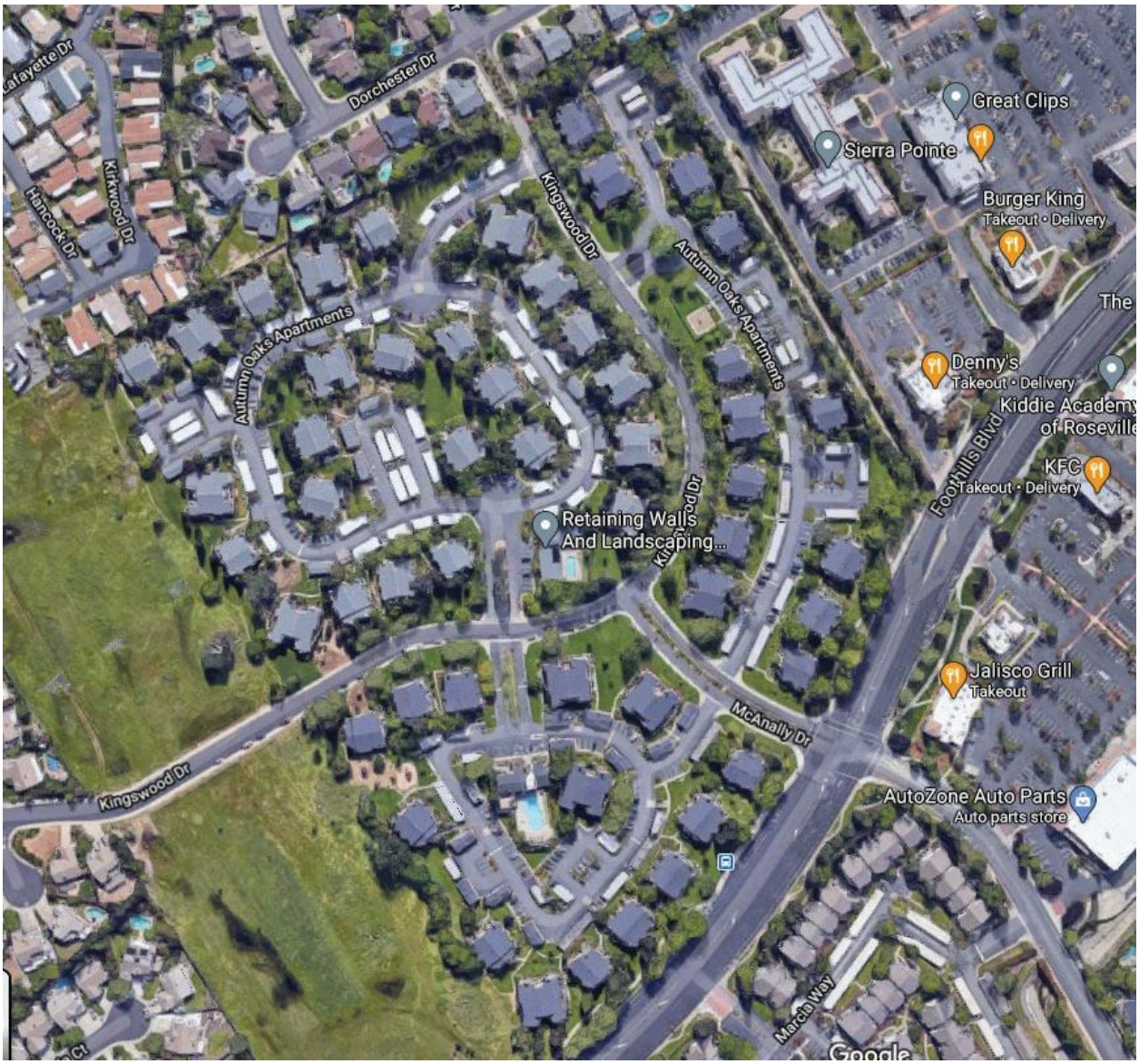
6. Aerial Shots Of Other Apartment Complexes Showing Separation From Surrounding Single-Family Homes And Other Land Uses

Crocker Oaks Apartments



CC Attachment 2

Autumn Oaks Apartments



CC Attachment 2

Allegria at Roseville Apartments



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CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

Aesthetics – height

Aesthetics – color

x Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: CF947D0C-7C29-472C-BAC7-DE09E93FC1FB

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Karin marton

Address: 2001 Cumberland loop Roseville

Phone: 9162211203

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
620A106EB8DD498...

DocuSign Envelope ID: 8D53F9B9-2C79-4527-B8A1-C30F752191B2

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DocuSign Envelope ID: 8D53F9B9-2C79-4527-B8A1-C30F752191B2

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:

Concerned about access and cut throughs. I have seen at least 3 kids get very close to being hit. I have seen a dog get hit that was on a leash. The numerous cars parked on the street will increase safety concerns because of limited vision because of parking on the street. 2 cars or more a unit will be a problem.

Name: Kevin Anderson

Address: 2380 Angus Road

Phone: 312.523.7062

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS kd

DocuSigned by: KEVIN ANDERSON B74B2CB1174D4D1...

DocuSign Envelope ID: F7CCC60C-C03B-40C2-8938-2EA457F367CE

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- Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

  Many more cars on the street leads to increase in car break-ins and other petty crimes

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
Why wasn't a larger park built if this project was being considered

x School impacts:

Other:

Name: Jesse Brott

Address: 308 Lasso Ct.
Roseville, CA 95747

Phone: 509-724-8927

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JB

DocuSigned by:
Jesse Brott
8362BD32C3B2443...

DocuSign Envelope ID: 4E2F0F76-35EC-48A0-A603-319EABD1877A

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DocuSign Envelope ID: 4E2F0F76-35EC-48A0-A603-319EABD1877A

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Casey Bor

Address: 1129 Old Coach Dr, Roseville CA 95747

Phone: 7142636967

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS CB

DocuSigned by: CASEY BOR 90CD62869ADC40C...

DocuSign Envelope ID: AD86BF8C-8FED-418E-9E65-494B491AA654

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- x Crime:

DocuSign Envelope ID: AD86BF8C-8FED-418E-9E65-494B491AA654

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:
Speeding on our residential streets.

Name: Ashley Bor

Address: 1129 Old Coach Drive
Roseville, CA 95747

Phone: 714-618-0091

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
AB

DocuSigned by:
Ashley Bor
33589643E29C4F9...

DocuSign Envelope ID: 712DC34D-307D-4A51-9B6D-CE2358E089C5

CC Attachment 3

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- x Aesthetics - theme
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- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

This is a residential suburb made up of single family homes. Mixed use development is better suited near mass transit where they have access. This is going to negatively impact the great home community we live in.

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x That this is an apartment complex rather than owned residences:

Too many apartments in too little space is not suitable for this neighborhood.

x Decreased property value of the single-family residential homes in the neighborhood:

This will be an eyesore and will affect the current and resale value of single family homes in the neighborhood. Nobody would choose to move in to a high rise apartment complex so close.

x Park impact:

The park was not designed with this large number of apartments in mind. This will impact social gatherings, trails, affect the amount of litter and trash and parking surrounding the park.

x School impacts:

Schools are already getting crowded and the residential streets are just going to get clogged with cars for drop off and pickup.

Other:

Name: Satnam Bains

Address: 2318 Angus Rd, Roseville, CA, 95747

Phone: 4083658997

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 5078F66F-BE88-4B8C-A946-C026D9A186F1

CC Attachment 3

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- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

We are already experiencing increased crime from the general growth out here, but this housing project concerns me so much more that this will get much worse.

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x That this is an apartment complex rather than owned residences:
Owned residences bring a better respect level to the new neighborhood and surrounding homes.

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
Our parks are already busy, and that fact that this new project doesn't have much in the way of parks within it's set-up...this will drive the people to the closest parks...which aren't meant for that much traffic.

x School impacts:

Other:

Name: Audra Neal

Address: 3049 Oak Trail Way
Roseville, CA 95747

Phone: 916-719-2640

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS AN

DocuSigned by: Audra Neal DD4BFC41EB024B3...

DocuSign Envelope ID: A48351F9-1E5D-464B-94DE-332311E46A73

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The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: A48351F9-1E5D-464B-94DE-332311E46A73

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Mike Neal

Address: 3049 Oak Trail Way
Roseville, CA 95747

Phone: 916.425.6151

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS MN

DocuSigned by: Mike Neal 8C8021E65D0347C...

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CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Aesthetics – color

  Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  increase in crime with apartments rather than single family homes

DocuSign Envelope ID: C28AE086-2049-48C2-B62A-2F63B8BB2380

That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

With apartments in neighborhood it is likely my home value will decrease as opposed to having no apartments.

x Park impact:

x School impacts:

Over populated schools, and school ratings will likely go down.

Other:

Name: Kayla Gutierrez

Address: 333 Lasso Court Roseville CA 95747

Phone: 4087994560

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS KG

DocuSigned by: KG
1F2B45839ED3429...

DocuSign Envelope ID: F6639E23-2BB9-4BC9-BDA2-4EAA7379424B

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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DocuSign Envelope ID: F6639E23-2BB9-4BC9-BDA2-4EAA7379424B

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

x Other:

I moved to this neighborhood because I wanted open spaces not only for myself and family but for wildlife habitats for wild birds and critters like rabbits that are being impacted by the building of more and more homes. We need to say "Enough".

Name: Shirley Ambelang

Address: 332 lasso court

Phone: 408-499-0330

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS SA

DocuSigned by: Shirley Ambelang DD4576A8A481452...

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CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Candace Kuhl

Address: 101 Cactus Ct. Roseville

Phone: 916-719-9473

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: E84B36EC-94CB-4314-AA4D-17BAB281EF6C

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Crime:

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That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Julie Hunt

Address: 5161 Chico Drive

Phone: 8083581713

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JH

DocuSigned by: Julie Hunt 58373D7F08CF41E...

DocuSign Envelope ID: A5958B34-88F9-455B-B93F-EF9754EBE660

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Low income housing, and apartments in general, add extra residents and increase the potential for crime. This is a safe and quiet neighborhood, adding more units of this nature will deteriorate the community.

DocuSign Envelope ID: A5958B34-88F9-455B-B93F-EF9754EBE660

x That this is an apartment complex rather than owned residences:

It is well documented that home owners take more pride in their home and neighborhood. Transient residents are less likely to take pride of their community.

x Decreased property value of the single-family residential homes in the neighborhood:

Our property and area will no longer be a sought after area with an apartment building in the center. New potential homeowners will not be willing to pay market price with the high density low income housing.

x Park impact:

The existing play structure is already small in scope, adding 200 more units will make the structure hard to use. Also increase traffic and crime on the trails surrounding the park.

School impacts:

x Other:

requirement of low income housing due to the size of the project will bring down the value of the surrounding homes, and increase crime in the area. Suggest to split the project into 2 separate projects, each below 100 units to not qualify for low income housing.

Name: Kim Cruise

Address: 1016 Broken Spoke Lane, Roseville 95747

Phone: 916-878-1027

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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DocuSign Envelope ID: F37F8CBB-73C7-49F8-937F-D5841715F4C7

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: F37F8CBB-73C7-49F8-937F-D5841715F4C7

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:

Name: Josh jones

Address: 1009 old coach drive
Roseville ca 95747

Phone: 916-532-9775

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
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- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  More people, more crime in rentals

DocuSign Envelope ID: DA290BF9-AD13-4412-B28B-436F61517EE6

x That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
We will be heavily impacted!

x School impacts:

Other:

Name: Heather Frederick

Address: 1017 Broken Spoke Ln Roseville CA 95747

Phone: 916-508-2448

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: E23874A4-0D59-46D2-B350-959EACCA2F2C

CC Attachment 3

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311 Vernon Street
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planningdivision@roseville.ca.us

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x Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Junius And Elainne Rule

Address: 1141 Vista Verde Dr Roseville, Ca 95747

Phone: 310-977-0396

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS ER

DocuSigned by:
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DocuSign Envelope ID: BCB9845C-F54B-484E-9148-A5A511B34700

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Parking and Traffic

- x Safety Concerns
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In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: BCB9845C-F54B-484E-9148-A5A511B34700

That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Eric Banks

Address: 5025 Chico Dr.
Roseville, CA 95747

Phone: 719-268-0858

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS EB

DocuSigned by: Eric Banks AB82F88B8284441...

DocuSign Envelope ID: 5AF006F9-132C-4AB3-B311-443C0C0C75D3

CC Attachment 3

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- x Safety Concerns
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- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

A liquor store is planned at the corner of angus and Fiddyment road. This liquor store is close to thunder valley casino. It is also within walking distance of the planned apartment and retail site. My street is a direct walking path from the apartments to this future store. The traffic on my street will increase dramatically. Which brings crime to my neighborhood.

CC Attachment 3

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

The amount of traffic on my through street that a 189 unit property is going to bring will significantly reduce my home value. My street will be the direct access point to all the apartments that will utilize the gas station and convenience stores that are planned for angus and Fiddyment road.

Park impact:

Just getting to the park for my children will be impacted due to the substantial increase in traffic this will bring to the neighborhood

x School impacts:

Adding possible hundreds of elementary school age kids to Fiddyment farm elementary will severely increase the class size and impact kids education.

Other:

Parking on both sides of casa Sedona dr will severely impact the value of my house. It is also less safe for my children to go to the park closest to my house. More traffic equals crime and safety issues.

Name: James Niccolson

Address: 2024 Cattledrive way

Phone: 9168445268

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

as a path already on the way to and from the casino we see so much crime here already - now your are going to bring this many more people in who have zero regard for the neighborhood. Do a study to see what the crime already is in this neighborhood.

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x That this is an apartment complex rather than owned residences:

having non-owners who don't care about their surroundings as much as an owner is bad from property values and they way they care for things. Please consider these to be townhomes for purchase and respect your residents who have already put down roots in Roseville.

x Decreased property value of the single-family residential homes in the neighborhood:

Same reason as above. lack of care - poor management company

x Park impact:

The city did very poor planning if they anticipated this many more people living there. 4 swings. if you already go there at 5pm at night the play structure is way to busy and unsafe for more kids - not to mention with social distancing in place. The city has not take any of that into consideration.

School impacts:

x Other:

traffic and speed are already a joke in this neighborhood because people use it to cut through between crocker ranch and fiddyment outter areas.

Name: Will & Jessa Nicoletti

Address: 2396-A Angus Rd
Roseville, CA 95747

Phone: 707-849-5444

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Controlled Access
- x Improper Road Designs

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Crime:

DocuSign Envelope ID: 8621DA96-F605-4604-BEF0-39521BD3627B

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Lacy Yarrow

Address: 4048 Chuckwagon Way
Roseville, CA 95747

Phone: 9168343388

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Lacy Yarrow
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CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Improper Road Designs

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Marie Aubin-Vanacore

Address: 2016 Hacienda Drive
Roseville CA 95747

Phone: 916-698-1409

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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DocuSign Envelope ID: 876D787B-03C9-4F7C-AAFA-8428AA776773

CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

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- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 876D787B-03C9-4F7C-AAFA-8428AA776773

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Andrea Musich

Address: 4033 Falmouth way

Phone: 407-500-8081

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS AM

DocuSigned by: Andrea Musich BDEBFC6B33F84DA...

DocuSign Envelope ID: 31012186-C8D4-4F24-B53A-DD34EFCC0E37

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Crime:

A natural byproduct of tenant occupied units which are often shared by multiple family units on a relatively short term basis.

DocuSign Envelope ID: 31012186-C8D4-4F24-B53A-DD34EFCC0E37

x That this is an apartment complex rather than owned residences:

Not compatible with those who own property in the neighborhood who share a long term vested interest in the community

x Decreased property value of the single-family residential homes in the neighborhood:

Largely because the units are located within the the JMC and Lennar community

x Park impact:

The park is already sub-par compared to other neighborhood parks in the area and cannot handle the overflow from the Bungalows

x School impacts:

x Other:

The current single family homes total 304 in number. Assume that this involves 608 to 760 cars. The bungalows will increase that by at least 62% (see number or bedrooms) or 378 to 471 cars. It is not realistic to assume that most will exit directly onto Fiddyment.

Name: Mark R Smith And Stephanie L Smith

Address: 5049 Prairie Grass Way
Roseville, CA 95747

Phone: 916-256-4417 (home) and 303-916-7247 (cell)

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS MS

DocuSigned by: Mark Smith 3B0990683971423...

DocuSign Envelope ID: 90A70321-3548-46BF-B585-0C7799CD23D3

CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Crime:

Crime will certainly rise within the area, view Roseville PD calls for service around current rental locations.

DocuSign Envelope ID: 90A70321-3548-46BF-B585-0C7799CD23D3

That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

It will certainly have a negative effect on current home owners value of their property, which you are knowingly creating to happen.

x Park impact:

The current park will be unusable to the current tax paying home owners children due to increased numbers using the park.

School impacts:

x Other:

Parking will have a severe negative impact on current homeowners as overflow parking will be used directly in front of properties.

Name: James Snyder

Address: 2388 Angus Road Roseville, CA. 95747

Phone: 9163000468

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JS

DocuSigned by: James Snyder E174CB1B731B475...

DocuSign Envelope ID: CDFA9E19-733D-4912-9EE6-F4BBAAC262FB

CC Attachment 3

City of Roseville Planning Commission
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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  Crime is always a concern in non owned residences.

DocuSign Envelope ID: CDFA9E19-733D-4912-9EE6-F4BBAAC262FB

x That this is an apartment complex rather than owned residences:
Please build owned residences.

x Decreased property value of the single-family residential homes in the neighborhood:
This is a big one, bought two years ago and had no idea this could happen.

x Park impact:
The park will be overrun with users , lowering the experience for all. Play equipment is not sufficient for park users.

x School impacts:
Non owned residences, lowers the quality of the schools.

Other:

Name: Garry Hollinger

Address: 2065 Cattledrive Way

Phone: 916-205-7463

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS GH

DocuSigned by: Garry Hollinger D363B01636F6466...

DocuSign Envelope ID: 3BD57400-93A5-4889-BFFD-F4FD47245C5F

CC Attachment 3

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- x Improper Road Designs

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- x Crime:

DocuSign Envelope ID: 3BD57400-93A5-4889-BFFD-F4FD47245C5F

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Veronica De Los Santos

Address: 3008 Goodnight Trail Dr., Roseville CA 95747

Phone: 408-334-0978

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS VDLS

DocuSigned by: Veronica De Los Santos 53AE8502BDC04A0...

DocuSign Envelope ID: 5F02AB9A-8068-49FF-9E58-A704CD636BFC

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- x Crime:

DocuSign Envelope ID: 5F02AB9A-8068-49FF-9E58-A704CD636BFC

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Martie De Los Santos

Address: 3008 Goodnight Trail Dr.
Roseville CA 95747

Phone: (408) 410-9075

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 44270088-D621-4015-828D-FAA6ECA8D3E4

CC Attachment 3

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311 Vernon Street
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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 44270088-D621-4015-828D-FAA6ECA8D3E4

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Kevin Wheeler

Address: 5017 Prairie Grass Way
Roseville Ca 95747

Phone: 5107543777

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
36700EC21E6B438...

DocuSign Envelope ID: 57F23238-5C53-4B68-8D35-50E1D63CE644

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In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 57F23238-5C53-4B68-8D35-50E1D63CE644

That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Woranga Karzai

Address: 2616 pipestone loop

Phone: 9256281882

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Woranga Karzai
CFE0E30D8A3841D...

DocuSign Envelope ID: 75B0B9DC-CF0A-4F39-A10E-02EA55FB2B0A

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- x Crime:

DocuSign Envelope ID: 75B0B9DC-CF0A-4F39-A10E-02EA55FB2B0A

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x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Eugene & Vicki Green

Address: 2352 Provincetown Way

Phone: 209 474-3911

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
1D67889D36CE4E5...

DocuSign Envelope ID: 71D9E6C9-9FD2-4F90-B793-33642AE32CCC

CC Attachment 3

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Aesthetics – color

Aesthetics - theme

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x Safety Concerns

x Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

Will they have security patrol? Or will they do background check or/and how many low income residents will live here?

DocuSign Envelope ID: 71D9E6C9-9FD2-4F90-B793-33642AE32CCC

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Karthik E.

Address: Prairie Grass Way

Phone: 510-825-7543

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS kE

DocuSigned by: karthik Ekambaram 4DE7185152C649D...

DocuSign Envelope ID: 54B3ED7B-F276-4B49-BEEA-1CD0FCD7251D

CC Attachment 3

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- x Crime:

In the past I've lived by apartment complexes. Never had anything positive to say about them. I sincerely hope this project is rethought to compliment the existing homes without turning it into a less than desirable area, causing a decrease in value for all here now.

DocuSign Envelope ID: 54B3ED7B-F276-4B49-BEEA-1CD0FCD7251D

x That this is an apartment complex rather than owned residences:

This type of structure would be more accepted if the people living there actually had some skin in the game and were owners instead to mere tenants.

x Decreased property value of the single-family residential homes in the neighborhood:

Make this structure complimentary to the existing development. Not everything is about how much money you can make. It's more about your companies integrity.

x Park impact:

Apartments and parks inevitably turn into drug infested hangouts. Prove all of us wrong. Low income housing bring out the lowlifes. Do what you know is right.

x School impacts:

Try to keep the young people in the existing neighborhoods safe.

x Other:

I think, if the developer wants to build a lower income property, he should also be required to live there on a permanent basis for a minimum 5 years. You shouldn't be able to shoving it down our throats without eating some of it yourself.

Name: Daniel A. Husbands

Address: 1237 Vista Verde Drive
Roseville, CA 95747

Phone: 916 309-9566

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS DH

DocuSigned by: Daniel Husbands 3DA25C855132442...

DocuSign Envelope ID: C0DE73EB-EB4A-4723-B300-34D404D35E77

CC Attachment 3

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- x Crime:

DocuSign Envelope ID: C0DE73EB-EB4A-4723-B300-34D404D35E77

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Jeffrey Locke

Address: 5080 prairie grass way

Phone: 9167400103

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 70B19130-267E-410A-A54F-4020858FB72B

CC Attachment 3

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Barbara Edd

Address: 1816 Avenida Martina
Roseville, CA 95747

Phone: 916-539-1766

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
BE

DocuSigned by:
Barbara Edd
79EAECAE8D5B41F...

DocuSign Envelope ID: 27BCE04C-B621-48C7-8449-35E54EBB80A5

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DocuSign Envelope ID: 27BCE04C-B621-48C7-8449-35E54EBB80A5

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Dawn Lutter

Address: 4008 Haystack Way Roseville CA 95747

Phone: 2522596273

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS DL

DocuSigned by: Dawn Lutter 2623AC6D8AB4434...

DocuSign Envelope ID: 2958E75B-E2F8-4966-B2E1-8DD657519421

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The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 2958E75B-E2F8-4966-B2E1-8DD657519421

x That this is an apartment complex rather than owned residences:
There are already too many apartment complexes in my area.

Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
Street parking and traffic because thus proposed plan is not able to guarantee no street parking

School impacts:

Other:

Name: Katie Lewis

Address: 1244 Vista Verde Dr Roseville CA 95747

Phone: 916-501-4720

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
4B7ECB6CF6D0478...

DocuSign Envelope ID: 9677D4E3-8BC8-4AA5-84ED-D5969B08CD1F

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 9677D4E3-8BC8-4AA5-84ED-D5969B08CD1F

That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:

As an original owner of a JMC home the plans submitted do not conform to project specifications disclosed to us by the sellers agent during the purchase process. This I believe may result in legal actions that could be costly to the City of Roseville and JMC Homes.

Name: Matthew and Debra Kowalski

Address: 3033 Oak Trail Way
Roseville , CA 95747

Phone: 831-578-7343

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS DK

DocuSigned by: Debra Kowalski 70A8DDE006E64DD...

DocuSign Envelope ID: EB78518E-F76A-4948-92ED-9504347901D0

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  Too many people for the area and will impact very close housing

DocuSign Envelope ID: EB78518E-F76A-4948-92ED-9504347901D0

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Nick Moreno

Address: 4040 Chuckwagon Way Roseville, Ca

Phone: 916-758-7610

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 175C2644-65B9-448B-9253-6D6A9B1FB2B2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 175C2644-65B9-448B-9253-6D6A9B1FB2B2

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Dennie Moreno

Address: 4040 Chuckwagon Way, Roseville CA 95747

Phone: 916-434-8004

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS DM

DocuSigned by: Dennie Moreno 51367BFB7D854E7...

DocuSign Envelope ID: E11DD669-00C3-4524-AC56-694F18A90696

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Safety Concerns
- x Controlled Access
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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: E11DD669-00C3-4524-AC56-694F18A90696

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

x Other:

This is of significant detriment to the existing neighborhoods and is a poorly placed high density, rental complex. The overall look of the community will stick out like a sore thumb; traffic will increase; parking will fill the streets; and home values WILL be negatively impacted.

Name: Jennifer Commer

Address: 1025 old coach drive Roseville, CA 95747

Phone: 925-895-8040

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Jennifer Commer
797D86FADB6F4F3...

DocuSign Envelope ID: 93FEEA69-8FAD-4F30-9C6D-9FA23C85F966

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- Aesthetics – color
- Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

Condensed areas of easily accessible parking will encourage more break-ins

DocuSign Envelope ID: 93FEEA69-8FAD-4F30-9C6D-9FA23C85F966

x That this is an apartment complex rather than owned residences:

I am concerned that there is less consideration for the impact of our community when residents lease rather than own.

x Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

x School impacts:

Other:

Living on Old Coach Dr we already have significant issues with cars speeding and using our street as a short cut to access Fiddyment Rd which is likely to be exacerbated by people parking on Rustler if there is inadequate parking (as is currently the case).

Name: Erin and Richard Bartucco

Address: 1057 Old Coach Dr

Phone: 9168479648

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS EB

DocuSigned by: Erin Bartucco 2E17FBC48580435...

DocuSign Envelope ID: 4662601C-58A1-4C7E-A369-B05DF0E48079

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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x Aesthetics – height

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Aesthetics - theme

x Parking and Traffic

x Safety Concerns

Controlled Access

x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

As a retired Law Enforcement officer, in my experience, any time populations increase in a small area, crime usually goes up. To inject this many residents into a small area is asking for an increase in crime and victims. I think that re-thinking this project as a owner occupied as apposed to rentals, and reducing the height of the project would help reduce the crime impact.

DocuSign Envelope ID: 4662601C-58A1-4C7E-A369-B05DF0E48079

x That this is an apartment complex rather than owned residences:
See comments above.

Decreased property value of the single-family residential homes in the neighborhood:
Having such a high density apartment complex in a neighborhood of single family houses is going to negatively impact property values.

Park impact:

School impacts:

Other:

Name: James Barrett

Address: 2356 Angus Road Roseville, CA 95747

Phone: 707-328-4384

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JB

DocuSigned by: Jim Barrett F18C5258D6164EE...

DocuSign Envelope ID: D0367D06-BB66-4417-AFA4-0D472A74C828

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: D0367D06-BB66-4417-AFA4-0D472A74C828

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Larry Nutter

Address: 2672 Pipestone Loop

Phone: 9167892068

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
F70457CAF6E5430...

DocuSign Envelope ID: 7D69F8F5-EEC9-4203-B770-DED3AB6EE0F7

CC Attachment 3

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311 Vernon Street
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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 7D69F8F5-EEC9-4203-B770-DED3AB6EE0F7

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Paul Scott

Address: 1180 Vista Verde Drive, Roseville 95747

Phone: (916)261-4268

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS PS

DocuSigned by: Paul Scott CB388BA670A64AB...

DocuSign Envelope ID: 04571500-965A-4FB7-B963-C87A613E7CD0

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Brenda Scott

Address: 1180 Vista Verde Drive

Phone: (916)412-1298

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 29F0B915-2EE4-42E0-9179-08DA2D2E01E7

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Chad Beardslee

Address: 4041 Haystack Way Roseville, CA 95747

Phone: 916 521 1410

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS AB

DocuSigned by: Amy Beardslee D6C06CF7C33244C...

DocuSign Envelope ID: 529959B6-7AB5-4A60-B163-E218E82EEC27

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Aesthetics – color

Aesthetics - theme

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x Safety Concerns

Controlled Access

Improper Road Designs

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x Crime:

DocuSign Envelope ID: 529959B6-7AB5-4A60-B163-E218E82EEC27

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Katherine Butler

Address: 4048 Haystack Way Roseville CA 95747

Phone: 916-215-0027

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS KB

DocuSigned by: Katherine Butler FFB1F3BC88E942D...

DocuSign Envelope ID: F50A7259-1D14-492C-8022-C28930787BEA

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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DocuSign Envelope ID: F50A7259-1D14-492C-8022-C28930787BEA

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Jennifer Criss

Address: 1073 Old Coach Drive

Phone: 9168126187

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JC

DocuSigned by:
19CD7CD1C549471...

DocuSign Envelope ID: 99D19759-7425-4A4D-8D3D-A88B20004A0D

CC Attachment 3

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planningdivision@roseville.ca.us

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- x Crime:

DocuSign Envelope ID: 99D19759-7425-4A4D-8D3D-A88B20004A0D

CC Attachment 3

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

This apartment complex presents potential incursions and dilution of enjoyment of our tax-paid community park and trails.

x School impacts:

What assurances are there that the residents will be Covid-responsible?

Other:

Name: Joe Compuesto

Address: Roseville, Ca 95747

Phone: 408-891-2517

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Joe Compuesto
1836FF6706FB44C...

DocuSign Envelope ID: 8E95B6CA-A598-4BA4-9402-074246C4F144

CC Attachment 3

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Roseville, CA
planningdivision@roseville.ca.us

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Crime:

DocuSign Envelope ID: 8E95B6CA-A598-4BA4-9402-074246C4F144

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Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: David Hernandez

Address: 2081 Cattledrive Way, Roseville, CA, 95747

Phone: 909-614-9235

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS DH

DocuSigned by: F95A93041794404...

DocuSign Envelope ID: C0E193CC-F624-4F46-934F-9408C3F389B2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: C0E193CC-F624-4F46-934F-9408C3F389B2

x That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Alfred Thurlow

Address: 3009 Goodnight Trail Dr, Roseville, 95747

Phone: 916-612-5583

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 73FDED96-BDD3-469A-8122-10910B1EE583

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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DocuSign Envelope ID: 73FDED96-BDD3-469A-8122-10910B1EE583

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Jeffrey Keil

Address: 4025 Haystack Way
Roseville, CA 95747

Phone: 9163352414

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JK

DocuSigned by:
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DocuSign Envelope ID: 9EE940C0-0DA4-46F7-89F5-A5467DBED9F2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics - theme
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- x Safety Concerns
- x Controlled Access
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Crime:

DocuSign Envelope ID: 9EE940C0-0DA4-46F7-89F5-A5467DBED9F2

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Lynde Stephens

Address: 2032 Rustler Dr, Roseville

Phone: 5305188557

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS LS

DocuSigned by: Lynde Stephens E953772BD1E544B...

DocuSign Envelope ID: 0DAEC20D-F91C-44FF-A260-49091EDCA228

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Crime:

DocuSign Envelope ID: 0DAEC20D-F91C-44FF-A260-49091EDCA228

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Donna Trumbo

Address: 2296 Provincetown Way. Roseville

Phone: 916-715-5378

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 0BC69DF5-5554-4085-9CA5-C3D9944CEB7B

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Parking and Traffic
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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 0BC69DF5-5554-4085-9CA5-C3D9944CEB7B

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Elizabeth Katz

Address: 2304 Provincetown Way, Roseville, CA 95747

Phone: 916-258-3296

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
Bk

DocuSigned by:
Betsy Katz
78B101C48BEF479...

DocuSign Envelope ID: FF3639E8-AE07-4824-8739-F269C191B97B

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: FF3639E8-AE07-4824-8739-F269C191B97B

That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Lindsay Enos

Address: 3080 Quincy Avenue
Roseville, CA 95747

Phone: (916) 529-8400

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
LE

DocuSigned by:
Lindsay Enos
6238DFA907284AE...

DocuSign Envelope ID: 89D72E7A-D206-4DEE-B2B1-757EA35EBF31

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 89D72E7A-D206-4DEE-B2B1-757EA35EBF31

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Joan Capizzano

Address: 2025 Hacienda Drive
Roseville, CA 95747

Phone: 916-419-0296

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Joan Capizzano
44E2D630D6314E3...

DocuSign Envelope ID: 28257177-4B1C-47CC-83F6-895A1D5727B4

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

This is a family neighborhood. Lots of little kids and a park.
This is a terrible idea.

DocuSign Envelope ID: 28257177-4B1C-47CC-83F6-895A1D5727B4

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Mike & Stacy Velasquez

Address: 4024 Haystack Way

Phone: 916-257-0880

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 39EFB81D-C92F-4447-AC25-55CC13CC8775

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Controlled Access
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- x Crime:

its a fact with increased population in a rental facility comes crime. There is no ownership involved in the community therefor new residents have no commitment to keeping the neighbor safe

DocuSign Envelope ID: 39EFB81D-C92F-4447-AC25-55CC13CC8775

x That this is an apartment complex rather than owned residences:

this will add nothing to value of the neighbor, especially with no ownership

x Decreased property value of the single-family residential homes in the neighborhood:

its a simple fact that nobody is going to pay a decent or premium price when the see an apartment complex at the end of their street!!

x Park impact:

the park was not designed for the population impact this complex would bring. In short order the park would be overwhelmed and ruined if it doesnt become a hot bed for crime and drug use.

x School impacts:

This many additional residents would most certainly overwhelm what there is of local schools.

x Other:

increased traffic
risk of the local children who ride their bikes, skateboards and scooters in the neighborhood due to all the cars that will be parked and driving up and down these streets.

Name: Brian England

Address: 3072 Oak Trail Way, Roseville CA 95747

Phone: 916-947-5889

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
BE

DocuSigned by:
Brian England
4922DE399BF445C...

DocuSign Envelope ID: 848F577D-3C93-491D-95E1-B8387189977D

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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DocuSign Envelope ID: 848F577D-3C93-491D-95E1-B8387189977D

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Sue Brock

Address: 1065 Old Coach Drive

Phone: 408 858 5717

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 2415CBF3-BF66-46F5-9AD6-FF00EE93A76F

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Pat Woessner

Address: 348 Lasso Ct

Phone: 9167686589

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS PW

DocuSigned by: Pat Woessner D1DF97C298EA442...

DocuSign Envelope ID: 9A6A1E68-34F1-4185-B0C9-4F92F52D13B6

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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DocuSign Envelope ID: 9A6A1E68-34F1-4185-B0C9-4F92F52D13B6

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Marc Berner

Address: 348 Lasso Ct.
Roseville, CA. 95747

Phone: 916-813-8142

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 36643B70-7EE5-4207-91E5-6B2D6482D2B2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Apartment complexes or multi-family dwelling communities are often an concentrated target for criminal activity given the opportunities presented. That criminal activity will bleed over into the surrounding low density residential areas. Not to mention that these apartments are on the direct path to and from the casino which often brings a criminal element.

DocuSign Envelope ID: 36643B70-7EE5-4207-91E5-6B2D6482D2B2

x That this is an apartment complex rather than owned residences:

Owners are often more cognizant of maintaining their property, participating in the community, and have a much lower turnover rate.

x Decreased property value of the single-family residential homes in the neighborhood:

The homes surrounding and facing these apartments will surely see decreased property values as a result of their close proximity and the eye sore these apartments will be.

x Park impact:

The park playground area is small and not equipped to handle more than a handful of families at any given time.

x School impacts:

The homeowners in this area are required to pay Melo Roos for the schools to be built here, yet we have already been forced out of the middle school in our area due to overcrowding.

Other:

Name: Stefani Reed

Address: 2328 Provincetown Way

Phone: 916-667-2703

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS SR

DocuSigned by: Stefani Reed B8FCE1F442624BA...

DocuSign Envelope ID: F8182EB2-AB4F-4589-A0DB-4F823A9DE58D

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Adjoing neighborhoods to multi family projects usually result in additional crime in those neighborhoods. Review Roseville PD statistics of neighborhoods adjacent to Multi Family projects.

DocuSign Envelope ID: F8182EB2-AB4F-4589-A0DB-4F823A9DE58D

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

Crime, on street parking and additional trash do not increase property values.

x Park impact:

The Neighborhood park is not equipped to handle the large influx of youth that will be brought in by this project.

School impacts:

Other:

Name: James De Maria

Address: 4073 Haystack Way

Phone: 916-302-7006

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Jim DeMaria
D8F77DA15F0A4F1...

DocuSign Envelope ID: D4B354D3-4A54-443A-9B26-015233BBB035

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

The crime rate is known to increase when dense populations occur. Mixing them in with single family residences is a recipie for increased crime.

DocuSign Envelope ID: D4B354D3-4A54-443A-9B26-015233BBB035

x That this is an apartment complex rather than owned residences:
Would liked to have seen owner occupied townhouses.

x Decreased property value of the single-family residential homes in the neighborhood:
Traffic and trash will devaluate the property values in the single family residence neighborhoods

x Park impact:
The recreation provided by the project is not going to be able to handle the amount of children that will reside in the project.The neighborhood park, as outfitted with playground equipment, won't handle the influx of children.

x School impacts:
Our schools are already overcrowded. This project won't help.

x Other:
My main concern is vehicle traffic cutting thrugh our neighborhood to reach the project. Speeding is of particular concern with all of our children playing outside.

Name: Jennifer De Maria

Address: 4073 Haystack Way

Phone: 916-302-7006

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
JSD

DocuSigned by:
Jennifer DeMaria
D8F77DA15F0A4F1...

DocuSign Envelope ID: 4A8AE919-A0BA-45E1-BC18-8CD142814C4D

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 4A8AE919-A0BA-45E1-BC18-8CD142814C4D

x That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

x School impacts:

Other:

Name: Janae Herren

Address: 2384 Provincetown way

Phone: 7077996699

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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DocuSign Envelope ID: 46E3F566-678F-4077-9A30-61FA4A14801B

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Which high density I'm concerned low income would be allowed and introduce crime into the community. Which is why I would rather have low density housing or at least own medium density.

DocuSign Envelope ID: 46E3F566-678F-4077-9A30-61FA4A14801B

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

I will probably end up selling and moving out of the area of Roseville isn't concerned about their residents and their property values.

x Park impact:

School impacts:

x Other:

Traffic is already an issue in this area and will only get worse.

Name: Jason Drobish

Address: 5008 Stetson St
Roseville, CA 95747

Phone: 9162960013

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
3411E120099D458...

DocuSign Envelope ID: 165CD6FD-0226-42B1-B1DD-D8DD5969744A

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: 165CD6FD-0226-42B1-B1DD-D8DD5969744A

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Jessica drobish

Address: 5008 Stetson st

Phone: 9166871531

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS JBD

DocuSigned by: 58C6BE2982B74F9...

DocuSign Envelope ID: 6F948613-9A24-4B0D-8592-D7D81915E549

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Aesthetics – color

Aesthetics - theme

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x Safety Concerns

x Controlled Access

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DocuSign Envelope ID: 6F948613-9A24-4B0D-8592-D7D81915E549

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Joanna Bates

Address: 1140 Vista Verde Dr.

Phone: 408-230-6103

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 5CB59111-B928-4BFD-9B42-761FC68BF2A9

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Crime:

DocuSign Envelope ID: 5CB59111-B928-4BFD-9B42-761FC68BF2A9

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Ling Huynh

Address: 3025 Goodnight Trail Dr Roseville, CA 95747

Phone: 4083986822

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS LH

DocuSigned by:
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DocuSign Envelope ID: E9DC7ED3-9D0D-4A33-B7EC-70A372824BA2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: E9DC7ED3-9D0D-4A33-B7EC-70A372824BA2

x That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Pippa Shibata

Address: 1252 Vista Verde Drive

Phone: (916) 275-5846

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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DocuSign Envelope ID: 43D0E55F-BB5B-4321-8E76-7FF8BB3F416B

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Tom Cianci

Address: 3032 oak trail way

Phone: 916 3300280

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

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DocuSign Envelope ID: A2B6A157-885F-4A04-BDC2-08F57B20E56B

CC Attachment 3

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311 Vernon Street
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planningdivision@roseville.ca.us

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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: A2B6A157-885F-4A04-BDC2-08F57B20E56B

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:

Name: Caprice cianci

Address: 3032 oak trail way
Roseville, ca 95747

Phone: 916-792-0605

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 07655E5C-EF5B-4B9C-85C8-079E7E60898E

CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 07655E5C-EF5B-4B9C-85C8-079E7E60898E

x That this is an apartment complex rather than owned residences:
This location should be only be used for owned townhomes, single family homes, or parks and open spaces.

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:
Roseville needs to protect its green open space. This apartment proposal is short-sighted and does not add any value to Fiddyment Farms.

Name: Kerry Perdue

Address: West Roseville, Fiddyment Farms, 95747

Phone: 999-999-9999

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS kp

DocuSigned by: Kerry Perdue 888BFF48F2DA4FE...

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CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Crime:

DocuSign Envelope ID: BC59C450-D700-443B-8C1C-58716033226D

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Renee Nelson

Address: 4009 Chuckwagon Way
Roseville, CA 95747

Phone: (916) 218-2371

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS RN

DocuSigned by: Renee Nelson B246A7E72920477...

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- ☑ Aesthetics – height
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- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

☒ Crime:
Yes, will be increased. Vandlyed will increase
Trash will increase

☒ That this is an apartment complex rather than owned residences:

☒ Decreased property value of the single-family residential homes in the neighborhood:
Very concerned w/ the value of my home impact from This Project.

☒ Park impacts:
Was the Park made for this impact? Was it considered for the # of Residents?

☐ School impacts:

☒ Other:
Parking considered? Does anyone know how this will impact our neighborhood?
This will be a huge problem!

Name: Shana Fleischacker

Address: 4056 Haystack Way

Phone: 303 886 4388

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

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- ☑ Aesthetics – height
- ☑ Aesthetics – color
- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime: worried that additional population will bring more crime. I am worried about cars being broken into that are parked in our driveway.

- ☑ That this is an apartment complex rather than owned residences: Since not owned properties I am concerned that the apartments will not be cared for. If not owned fearful that renters will not respect property or surroundings.

☑ Decreased property value of the single-family residential homes in the neighborhood:
very worried!! worried to the point of considering moving.

☑ Park impacts:
not enough parking for the park. where will everyone park??

☑ School impacts:
Our schools will again be overcrowded. too many students - too few schools

☐ Other:
trash -
noise - from traffic
loitering -

Name: Darlene Preciado

Address: 4056 Haystack Way Roseville CA 95747

Phone: 720 · 334 - 4337

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

Darlene Preciado

City of Roseville Planning Commission
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planningdivision@roseville.ca.us

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- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime:

_____
_____
_____
_____
_____

- ☑ That this is an apartment complex rather than owned residences:

_____
_____
_____
_____

☑ Decreased property value of the single-family residential homes in the neighborhood:

☑ Park impacts:

☑ School impacts:

☑ Other: Big concern over traffic & parking

Daymon Beams

Name: Daymon Beams

Address: 4049 Haybrook Way

Phone: 916-412-7646

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DB

Daymon Beams

City of Roseville Planning Commission
311 Vernon Street
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- [X] Aesthetics – height
- [X] Aesthetics – color
- [X] Aesthetics – theme
- [X] Parking and Traffic
- [X] Safety Concerns
- [X] Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- [X] Crime:

_____
_____
_____
_____
_____

- [X] That this is an apartment complex rather than owned residences:

I would prefer townhomes
_____
_____
_____

X Decreased property value of the single-family residential homes in the neighborhood:

X Park impacts:

X School impacts:

X Other: Don't want 3 stories / 3-4 Bedroom apts

Name: Candace Ota

Address: 4065 Haystack Way, Roseville, CA 95747

Phone: (916) 204-0965

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

CNO

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear City of Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I/We request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I/We agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- [X] Aesthetics – height
- [X] Aesthetics – color
- [X] Aesthetics – theme
- [X] Parking and Traffic
- [X] Safety Concerns
- [X] Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- [X] Crime: Increased property crime and nuisance noise.
- [X] That this is an apartment complex rather than owned residences:

☒ Decreased property value of the single-family residential homes in the neighborhood:

☒ Park impacts:

☒ School impacts:

☐ Other:

Name: Augustine Eck

Address: 4065 Haystack Way, Roseville, CA

Phone: 360-606-5060

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

AE

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear City of Roseville Planning Commission Members:

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I/We agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- ☒ Aesthetics – height
- ☐ Aesthetics – color
- ☐ Aesthetics – theme
- ☒ Parking and Traffic ☆
- ☒ Safety Concerns ☆
- ☒ Controlled Access ☆

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☐ Crime:
  Additional vehicles on the street will increase theft which unfortunately has increased
- ☒ That this is an apartment complex rather than owned residences:
  _____
  _____
- ☐ Decreased property value of the single-family residential homes in the neighborhood:
  _____
  _____

☒ Park impacts:

_____

_____

☒ School impacts:

_____

_____

☐ Other:

_____

_____

Name: Yvette De Guero

Address: 1116 Vista Verde Dr

Phone: 916/342-7867

cc: Sean Morales, Assistant Planner ( )
Greg Bitter, Planning Manager ( )
Scott Alvord, Roseville City Councilmember ( )

DocuSign Envelope ID: 6C7BB350-2435-4973-9111-CA3DC96D4BE0

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

Aesthetics – height

Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: 6C7BB350-2435-4973-9111-CA3DC96D4BE0

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Monica Luna

Address: 4305 Weathervane Way Roseville, CA 95747

Phone: 916-258-3793

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 8DC4FADA-B6F5-4FAE-9619-81D9B2F517C0

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Temporary residents don't care as much as permanent residents do. They don't have as much invested in the care and value of the area in which they TEMPORARILY reside. This tends to bring bad behavior with it. Home values would be affected as a result.

DocuSign Envelope ID: 8DC4FADA-B6F5-4FAE-9619-81D9B2F517C0

x That this is an apartment complex rather than owned residences:

Temporary residents don't care as much as permanent residents do. They don't have as much invested in the care and value of the area in which they TEMPORARILY reside. This tends to bring bad behavior with it. Home values would be affected as a result.

x Decreased property value of the single-family residential homes in the neighborhood:

Temporary residents don't care as much as permanent residents do. They don't have as much invested in the care and value of the area in which they TEMPORARILY reside. This tends to bring bad behavior with it. Home values would be affected as a result.

x Park impact:

The playground gets crowded as-is. Additional people in such close vicinity will take away from the current neighborhood enjoyment of the facilities.

x School impacts:

As a result of population increase, recent boundary changes will force our kids into a different middle school than anticipated when purchasing our home. It's not fair that the long time residents would potentially be affected by temporary (if rentals) residents.

x Other:

I am in favor of a block wall that's offset from the road (Autumn Leaves Drive) with landscape screening. This would be in the same aesthetic as Crocker Ranch. Our street is FAR TOO NARROW for parking on both sides and two way traffic. This is a hazard and potential danger to the many kids in the area.

Name: Kristina Alacon

Address: 3065 Autumn Leaves Drive

Phone: 916-743-8414

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Kristina Alacon
3F5297F4C0AD488...

DocuSign Envelope ID: D78CCF38-A8B3-4722-88B9-0D98C16FD00C

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

Aesthetics – height

Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: D78CCF38-A8B3-4722-88B9-0D98C16FD00C

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Nili Naik

Address: 5088 prairie grass way, Roseville, CA 95747

Phone: 4082182914

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS MN

DocuSigned by: Nili Naik F962E3715F534C6...

DocuSign Envelope ID: 96D48A6F-1435-4910-94F7-3C98077644A2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Temporary residents don't care as much as permanent residents do. They don't have as much invested in the care and value of the area in which they TEMPORARILY reside. This tends to bring bad behavior with it. Home values would be affected as a result.

DocuSign Envelope ID: 96D48A6F-1435-4910-94F7-3C98077644A2

x That this is an apartment complex rather than owned residences:

Temporary residents don't care as much as permanent residents do. They don't have as much invested in the care and value of the area in which they TEMPORARILY reside. This tends to bring bad behavior with it. Home values would be affected as a result.

x Decreased property value of the single-family residential homes in the neighborhood:

Temporary residents don't care as much as permanent residents do. They don't have as much invested in the care and value of the area in which they TEMPORARILY reside. This tends to bring bad behavior with it. Home values would be affected as a result.

x Park impact:

The playground gets crowded as-is. Additional people in such close vicinity will take away from the current neighborhood enjoyment of the facilities.

x School impacts:

As a result of population increase, recent boundary changes will force our kids into a different middle school than anticipated when purchasing our home. It's not fair that the long time residents would potentially be affected by temporary (if rentals) residents.

x Other:

I am in favor of a block wall that's offset from the road (Autumn Leaves Dr) with landscape screening. This would be in the same aesthetic as Crocker Ranch. Our street is FAR TOO NARROW for parking on both sides and two way traffic. This is a hazard and potential danger to the many kids in the area.

Name: John Paul Alacon

Address: 3065-A Autumn Leaves Dr., Roseville, CA 95747

Phone: 916-202-1883

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
JP Alacon
DA8618C37DA54D1...

DocuSign Envelope ID: 35874B3F-107B-43FB-B611-4608DAD65DDF

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

The more on street parking there is seems to correlate with the possibilities of increased crimes involving car vandalism.

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x That this is an apartment complex rather than owned residences:
This contributes to a more transient and less stable community

x Decreased property value of the single-family residential homes in the neighborhood:
This might be mitigated if there is sufficient compatibility with the existing

Park impact:

School impacts:

Other:

Name: Raymond and Mary-Ellen Rood

Address: 2404-A Angus Road
Roseville, 95747

Phone: 626-482-0823

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
RR

DocuSigned by:
Raymond Rood
60A66947FB97449...

DocuSign Envelope ID: 65FC8F8B-C5C3-49E1-8B69-62B19CD6AF4C

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 65FC8F8B-C5C3-49E1-8B69-62B19CD6AF4C

x That this is an apartment complex rather than owned residences:

While this does provide some responsibility for facility maintenance to the owner there is reduced ownership stake by the residents in the community. This causes concern regarding to overall look and potential for deferred maintenance that could cause the the facility to fall into disrepair.

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Ed Kriz

Address: 1097 Old Coach Drive, Roseville, CA 95747

Phone: (916) 223-7714

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS Ek

DocuSigned by: Ed Kriz CC530A435F7742E...

DocuSign Envelope ID: 0846FA38-B9B9-4761-B5D5-853B992177F9

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 0846FA38-B9B9-4761-B5D5-853B992177F9

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Jeri Krebs

Address: 3040 Oak Trail Way
Roseville, CA 95747

Phone: (916) 214-8656

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Jeri Krebs
B1B4576DA3D8410...

DocuSign Envelope ID: 302B6F40-9161-4EF8-9BA6-E326203C80B2

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access

  Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 302B6F40-9161-4EF8-9BA6-E326203C80B2

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
Over use...no issue with people using the park but large amount of people tend to leave trash all over, especially if the bins are already overflowing.

School impacts:

Other:

Name: Scott Petts

Address: 4016 Haystack Way
Roseville, CA 95747

Phone: 520-834-5195

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS SP

DocuSigned by: Scott Petts 217FCDF298AF418...

DocuSign Envelope ID: 6E1FC280-F568-4AB2-9273-89CA036ABD12

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 6E1FC280-F568-4AB2-9273-89CA036ABD12

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

x Other:

Name: Doris M. Edwards

Address: 2364 Angus Road
Roseville, CA 95747

Phone: (916) 253-7070

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
DE

DocuSigned by:
Doris Edwards
37F54E8745DD444...

DocuSign Envelope ID: E471986A-C599-43E1-B739-BD3DF36B74DF

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

Aesthetics – height

Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: E471986A-C599-43E1-B739-BD3DF36B74DF

CC Attachment 3

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:
I have grandchildren/elderly mom who lives with us. This will cause a traffic/parking issue presenting a danger to both.

Name: Traci Toomey

Address: 5001 Prairie Grass Way
Roseville, CA 95747

Phone: 916-792-4156

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS TT

DocuSigned by: Traci R Toomey 528DFE983DF4486...

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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I/We agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- ☑ Aesthetics – height
- ☑ Aesthetics – color
- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime:

- ☑ That this is an apartment complex rather than owned residences: This Zone has been Zoned Since 2004 The Builders should have Told Us before We Purchased. Do Dirty!!!

☑ Decreased property value of the single-family residential homes in the neighborhood:

☑ Park impacts:

☐ School impacts:

☐ Other:

Name: Christopher O'brien

Address: 4056 Chuckwagon Way, Roseville, CA 95747

Phone: 916-295-0559

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear City of Roseville Planning Commission Members:

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I/We agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- ☐ Aesthetics – height
- ☐ Aesthetics – color
- ☐ Aesthetics – theme
- ☐ Parking and Traffic
- ☐ Safety Concerns
- ☐ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime:

_____
_____
_____
_____
_____

- ☑ That this is an apartment complex rather than owned residences:

_____
_____
_____
_____

☑ Decreased property value of the single-family residential homes in the neighborhood:

☐ Park impacts:

☐ School impacts:

☐ Other:

Name: Brandon Green

Address: 4017 Chuckwagon way

Phone: (916) 759-8909

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear City of Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I/We request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

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- ☒ Aesthetics – height
- ☐ Aesthetics – color
- ☐ Aesthetics – theme
- ☒ Parking and Traffic
- ☒ Safety Concerns
- ☒ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☒ Crime:

  _____
  _____
  _____
  _____
  _____

- ☒ That this is an apartment complex rather than owned residences:

  _____
  _____
  _____
  _____

☒ Decreased property value of the single-family residential homes in the neighborhood:

☐ Park impacts:

☒ School impacts:

☐ Other:

Name: Ryan Taylor

Address: 2326 Argus Pl

Phone: 916 342 6540

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DocuSign Envelope ID: B114D73E-0B2B-4B72-8CFB-96E593FC5F6A

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: B114D73E-0B2B-4B72-8CFB-96E593FC5F6A

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Anthony Chan

Address: 4137 Weathervane way, Roseville Ca 95747

Phone: 916-3780758

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
079BBCB718AE494...

DocuSign Envelope ID: 53C69E8A-ADDF-46AA-BF05-53A10B6C8FCF

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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x Aesthetics - theme

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Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

The increased traffic is a big concern because of the opportunity it presents with crime in the area. We live along Fiddyment and have already had Roseville Police contact us to see if our cameras caught a crime along Fiddyment. High density communities bring a large number of people to the area. Parking on the street is a draw for criminals

DocuSign Envelope ID: 53C69E8A-ADDF-46AA-BF05-53A10B6C8FCF

x That this is an apartment complex rather than owned residences:

There is no pride of ownership in rentals and there are often a large volume of people in and out.

x Decreased property value of the single-family residential homes in the neighborhood:

All of these concerns would be concerns for potential buyers moving into the neighborhood. All of these things lend themselves to lowering the property value because people would prefer to move into a community that doesn't have similar issues.

x Park impact:

The local park, located across from the planned project, can't sustain the potential volume of children that would come from the neighborhood as well as the new high density community.

x School impacts:

x Other:

The amount of traffic and the potential for lack of parking is a HUGE concern. We have young children who play outside with friends. There are already MANY people who drive too fast through the neighborhood and who cut through to get to other parts of the neighborhood.It's incredibly scary.

Name: Katherine and Jorge Belda

Address: 232 Rebel Court

Phone: 916-833-3644

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS KJB

DocuSigned by: Katherine & Jorge Belda C6D0BE76DE6D488...

DocuSign Envelope ID: 81B13524-AACF-4064-8C4D-8953AD1EF2E1

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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Aesthetics - theme

x Parking and Traffic

x Safety Concerns

Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: 81B13524-AACF-4064-8C4D-8953AD1EF2E1

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Thimas & Tina Climer

Address: 2329 Provincetown Way, Roseville, CA 95747

Phone: 408.667.6873

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Thomas & Tina Climer
BCE1C47FDC64441...

DocuSign Envelope ID: 95350C8B-D966-4671-8DB8-8736E4CC7FBC

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 95350C8B-D966-4671-8DB8-8736E4CC7FBC

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Lisa Sylvester

Address: 1009 Fence Post Way Roseville Ca 95747

Phone: 916-217-7917

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS LS

DocuSigned by: Lisa Sylvester 326113FBCC3D41A...

DocuSign Envelope ID: 1EBB2853-14FB-4FBD-BE8F-5686E2A2C265

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  Always follows apartment complexes with transient population.

DocuSign Envelope ID: 1EBB2853-14FB-4FBD-BE8F-5686E2A2C265

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Alexander Kovaleff

Address: 1000 Makeway Street Roseville CA 95747

Phone: 4159963063

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
2CA09CFB76A943F...

DocuSign Envelope ID: EFE85E62-8F75-4571-B796-DBEEB5E906E1

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Crime:

DocuSign Envelope ID: EFE85E62-8F75-4571-B796-DBEEB5E906E1

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Maria Genove-Montiero

Address: 109 Cactus Ct, Roseville CA 95747

Phone: 6503925396

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS MGM

DocuSigned by: Maria Genove-Montiero 4806E3683B1A4C8...

DocuSign Envelope ID: 2B410A84-EDA0-483A-BBC8-6C8FBB43DD36

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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DocuSign Envelope ID: 2B410A84-EDA0-483A-BBC8-6C8FBB43DD36

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Sharon Watson

Address: 2096 Cattledrive Way
Roseville, CA 95747

Phone: 916-805-0694

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS SW

DocuSigned by: Sharon Watson E55311B3DBD440F...

DocuSign Envelope ID: 17EB4013-2100-4B24-BA35-463C5FCF46CB

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

The increased traffic is a big concern because of the opportunity it presents with crime in the area. We live along Fiddyment and have already had Roseville Police contact us to see if our cameras caught a crime along Fiddyment. High density communities bring a large number of people to the area. Parking on the street is a draw for criminals.

DocuSign Envelope ID: 17EB4013-2100-4B24-BA35-463C5FCF46CB

x That this is an apartment complex rather than owned residences:

This contributes to a more transient and less stable community. There is no pride of ownership in rentals and there are often a large volume of people in and out. Rentals brings more crime and traffic with events and less care for the neighborhood

x Decreased property value of the single-family residential homes in the neighborhood:

Poor management and poor design that does not match the existing neighborhood will hurt current residents and values. The city should make sure that this HDR compliments and adds value - NOT TAKE IT AWAY

x Park impact:

The local park, located across from the planned project, can't sustain the potential volume of children that would come from the neighborhood as well as the new high density community. The city did a POOR JOB designing this park if it was meant to serve so many people. Shame on them!

x School impacts:

Cross-walk traffic on Fiddyment, school impact with additional children is a concern.

x Other:

The amount of traffic and the potential for lack of parking is a HUGE concern. We have young children who play outside with friends. There are already MANY people who drive too fast through the neighborhood and who cut through to get to other parts of the neighborhood. It's incredibly scary.

Name: Tom & Dianne Rank

Address: 2396 Angus Rd
Roseville, CA 95747

Phone: (916) 258-3640

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS TDR

DocuSigned by: Tom & Dianne Rank 1EB41EF6CD5F41F...

DocuSign Envelope ID: C708C70E-3E5B-401A-8DB1-F53E4B39D581

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Crimes occur in and around a high density residential zone. Check out the police reports involving Carmel Apartments in Junction Blvd, Siena Apartments at Hayden Parkway as an example, and the Village Plaza neighborhood of Westpark. HDRs cater to low-income families, while most of them are decent, law-abiding citizens, rented properties also invite malicious people.

DocuSign Envelope ID: C708C70E-3E5B-401A-8DB1-F53E4B39D581

x That this is an apartment complex rather than owned residences:

It is more on the zoning of the parcels, really. Build LDR owned residences on the parcels would address the parking and crime problems that our community is more concerned about. HDR and MDR don't differ much in parking managed or not, see WestPark. See houses in W-32(MDR) and W-26(HDR). It is a mess.

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

x Other:

Rented HDR communities are usually fenced in like Carmel in Junction and Allegria at Foothills. Harvest at Blue Oaks would face the same parking problem as Siena at Hayden Pkwy when it reaches maximum occupancy. Multi-story apartment buildings are horrible in our neighborhood.

Name: Carlo Lacambra

Address: 5024 Stetson St
Roseville, CA 95747

Phone: (916) 246-8879

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS cl

DocuSigned by: Carlo Lacambra B3FC6BCFF9EF4C2...

DocuSign Envelope ID: 8C27D59E-24CB-4A79-A7E9-2E0A424D5692

CC Attachment 3

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311 Vernon Street
Roseville, CA
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Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 8C27D59E-24CB-4A79-A7E9-2E0A424D5692

That this is an apartment complex rather than owned residences:

Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Andrea Moore

Address: 2224 Ellesmere Loop, Roseville CA 95747

Phone: 2097473819

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
D47157178FD649A...

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- ☑ Aesthetics – color
- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime:

_____
_____
_____
_____
_____

- ☑ That this is an apartment complex rather than owned residences:

_____
_____
_____
_____

☑ Decreased property value of the single-family residential homes in the neighborhood:

☑ Park impacts:

☑ School impacts:

☑ Other:

Name: LILIA C DEEM

Address: 2372 Angus Road

Phone: 916 410 0990

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DocuSign Envelope ID: AF3A7A66-E6A7-4443-8910-F71970DDC3AA

CC Attachment 3

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: AF3A7A66-E6A7-4443-8910-F71970DDC3AA

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:
Workforce

Name: Eric Nguyen

Address: 3080 Southington Way Roseville 95747

Phone: 916-768-7899

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
3FFF3B32A7B24D1...

DocuSign Envelope ID: 20EA6DEA-0B48-4911-8083-58D330765DD3

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

The inadequate planning if development in this hdr zone will lead to an uptick in crime.

DocuSign Envelope ID: 20EA6DEA-0B48-4911-8083-58D330765DD3

x That this is an apartment complex rather than owned residences:
I take no issue with rental properties when zon

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Shahbir Khunkhun

Address: 2016 Cattledrive Way, Roseville, Ca 95747

Phone: 916-572-3663

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
Sk

DocuSigned by:
Shahbir Khunkhun
FAEFDD3DC45241D...

DocuSign Envelope ID: 03152E3D-BCD6-4FCA-8275-AADEFE408C5B

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

The Fiddyment Bungalows project proposed on parcels F-25 and F-26 (the project) will be presented to the City of Roseville (City) Planning Commission (Commission) for a vote on its design review permit on May 13, 2021. I request that you exercise your discretion to reject the permit with a directive for Van Daele Homes to address the community's substantial concerns regarding the deficiencies in the design of the proposed project.

I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

Please look at the Siena apartments on 2501 Hayden and note all the car break in and increased crime in that housing area across the street.

DocuSign Envelope ID: 03152E3D-BCD6-4FCA-8275-AADEFE408C5B

x That this is an apartment complex rather than owned residences:

when you work all your life to be able to afford a home you want the neighborhood to be consistent with those same goals and pride in ownership

x Decreased property value of the single-family residential homes in the neighborhood:

You cannot bury your head in the sand and try to be politically correct. We all know that apartment complexes decrease the value in any single family neighborhood if you end up across the street as a homeowner

x Park impact:

Parking is GOING to be a problem. It has never been addressed efficiently despite neighborhood complaining and giving up with poor city responses about the Siena apts. The streets at Summerland Way, Blakesley Ct/Way have cars parked on the streets 24/7 not allowing those that live there to park in front of

x School impacts:

No problem as long as the school system is counting on the extra kids that will be attending and not requiring those who could walk to school be shipped elsewhere

x Other:

Parking issues cont. there own homes, it haslessoned the value brings unwanted traffic/noise through the neighborhood day/night. This was approved by Roseville and never addressed well despite appropriate # parking stalls supposedly.

Name: Irma Ratliff

Address: 2305 Corin Dr

Phone: 9255751463

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS IR

DocuSigned by: Irma Ratliff BA0F4C1AF7D8490...

DocuSign Envelope ID: 041A0E32-9A4E-434A-850A-00C507C2569F

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 041A0E32-9A4E-434A-850A-00C507C2569F

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

School impacts:

Other:

Name: Blake Rood

Address: 2404 Angus Rd

Phone: 916-214-2515

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS BR

DocuSigned by: Blake Rodd A885BEE840B24CB...

DocuSign Envelope ID: 212B3871-424D-41CB-BA05-2C58EC88B0CC

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic

Safety Concerns

Controlled Access

Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

DocuSign Envelope ID: 212B3871-424D-41CB-BA05-2C58EC88B0CC

x That this is an apartment complex rather than owned residences:

With the housing crisis in Roseville the community would be better served with this project being one that has owned rather than rental properties.

x Decreased property value of the single-family residential homes in the neighborhood:

Putting a multi story rental complex in the middle of a single family residence community will most certainly have property value implications. A compromise to owner occupant housing would be preferred if additional single family is not possible.

Park impact:

School impacts:

x Other:

This project does not appropriately accommodate for the amount of vehicles it will undoubtedly produce. This will mean parking will be pushed to the surrounding streets.

Name: Erik Carlson

Address: 5065 Prairie Grass Way
Roseville, CA 95747

Phone: 916-258-3630

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
ECF2232505ED48B...

DocuSign Envelope ID: 50818A6C-D274-4A79-A68E-0FD668BA0A31

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Aesthetics – height

Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: 50818A6C-D274-4A79-A68E-0FD668BA0A31

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Julie Whitman

Address: 125 Waterlily Ct

Phone: 916-872-5193

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Julie Whitman
60F746FB1F1B42C...

DocuSign Envelope ID: 565CC4ED-DF6A-4634-9AD9-DA781D7CB2BD

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  Way more people traveling through the area can create more crime.

DocuSign Envelope ID: 565CC4ED-DF6A-4634-9AD9-DA781D7CB2BD

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

Not as a desirable area due to all the items listed. Drives property values down.

x Park impact:

Overcrowded park.

School impacts:

Over crowded schools

Other:

Name: Kelly Patterson

Address: 2025 Cattledrive Way
Roseville, CA 95747

Phone: 916-223-6025

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
kp

DocuSigned by:
Kelly Patterson
6E3E28156AE4421...

DocuSign Envelope ID: B9DC34D9-EAD4-4397-9A23-30D893600182

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

More people in rental property and visitors in the proposed area will bring more crime to neighborhoods close by.

DocuSign Envelope ID: B9DC34D9-EAD4-4397-9A23-30D893600182

x That this is an apartment complex rather than owned residences:

Renter have less interest in maintaining their property, are extremely loud and will engage in unlawful activity making me and my family uncomfortable.

x Decreased property value of the single-family residential homes in the neighborhood:

This proposed development will decrease our home value because people will not want to live next to a rental complex.

x Park impact:

Parking will be impacted on my street due to not enough parking in the complex.

School impacts:

Other:

Name: Claudine Davis

Address: 3024 Oak Trail Way, Roseville, CA 95747

Phone: 916-532-6211

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Claudine Davis
18FB6A6617F8411...

DocuSign Envelope ID: 5F3D396E-B5D7-4869-97F8-F231D6DAA721

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 5F3D396E-B5D7-4869-97F8-F231D6DAA721

x That this is an apartment complex rather than owned residences:
People who rent rather than own do not take as much concern or respect for their property and surrounding areas.

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Lindsey and Edwin Franke

Address: 1009 Broken Spoke Lane Roseville 95747

Phone: 707-580-0326

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS LF

DocuSigned by: Lindsey Franke 32E00127D9E24AD...

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- ☐ Aesthetics – color
- ☐ Aesthetics – theme
- ☑ Parking and Traffic
- ☐ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime:

_____
_____
_____
_____
_____

- ☑ That this is an apartment complex rather than owned residences:

_____
_____
_____
_____

☐ Decreased property value of the single-family residential homes in the neighborhood:

☑ Park impacts:

☑ School impacts:

☐ Other:

Name: Michael Kelly

Address: 3016 OAK TRAIL Wy, Roseville 95747

Phone: 916 673 7932

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear City of Roseville Planning Commission Members:

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- ☐ Aesthetics – theme
- ☐ Parking and Traffic
- ☐ Safety Concerns
- ☐ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

☐ Crime:

_____
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_____

☐ That this is an apartment complex rather than owned residences:

_____
_____
_____
_____

☐ Decreased property value of the single-family residential homes in the neighborhood:

_____

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_____

☐ Park impacts:

_____

_____

_____

☐ School impacts:

_____

_____

_____

☐ Other:

_____

_____

_____

_____

Name: Kathy Leung

Address: 3080 Oak Trail Way, Roseville CA 95747

Phone: (707)330-6219

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

Kathy Leung

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

☑ Crime: HIGHER CRIME RATES IN APARTMENT COMPLEXES THAN HOMEOWNER AREAS

☑ That this is an apartment complex rather than owned residences: SHOULD BE DEVELOPED AS SINGLE FAMILY OR CONDOMINIUMS ONLY

☑ Decreased property value of the single-family residential homes in the neighborhood:

THIS IS OBVIOUSLY TRUE ON THE FACE OF IT.

☐ Park impacts:

☐ School impacts:

☑ Other:

I HAVE SEEN APARTMENT COMPLEX'S NEXT TO SINGLE FAMILY HOMES BUT NEVER IN THE CENTER OF OFA SINGLE FAMILY DELOPMENT. THIS PROPERTY SHOULD BE DELOPED AS SINGLE FAMILY HOMES ONLY

Name: GERALD FEIVERMAN

Address: 3057 OAK TRAIL WAY ROSEVILLE, CA. 95747

Phone: 916.587.3430

Gerald Feiverman

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- ☐ Aesthetics – color
- ☐ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☐ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

☑ Crime: INCREASE ??

☑ That this is an apartment complex rather than owned residences: WE OWN OUR HOMES—PAY PROPERTY TAXES

☑ Decreased property value of the single-family residential homes in the neighborhood:
RENTERS HAVE NO PRIDE OF OWNERSHIP

☐ Park impacts:

☐ School impacts:

☐ Other:

Name: LAURA FEINERMAN
Laura D. Feinerman

Address: 3057 OAK TRAIL WAY

Phone: 916 587-3430

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

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311 Vernon Street
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planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

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- [x] Aesthetics – height
- [x] Aesthetics – color
- [x] Aesthetics – theme
- [x] Parking and Traffic
- [x] Safety Concerns
- [x] Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- [x] Crime:

_____
_____
_____
_____
_____

- [x] That this is an apartment complex rather than owned residences:

_____
_____
_____
_____

- [x] Decreased property value of the single-family residential homes in the neighborhood:

- [x] Park impacts:

- [x] School impacts:

- [x] Other:

Name: KIMBERLY FOINEMAN

Address: 3089 OAK TREE WAY

Phone: (916) 945 7223

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DocuSign Envelope ID: DE257941-2278-45E2-8F3C-CAFED0FAABFA

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  Apartment related property crime

DocuSign Envelope ID: DE257941-2278-45E2-8F3C-CAFED0FAABFA

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
not enough park space for this many units

x School impacts:
neighborhood schools are already maxed out

Other:

Name: Evan and Sara Baxter

Address: 325 Lasso Ct.
Roseville, CA 95747

Phone: 510-660-2605

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS EJB

DocuSigned by: Evan Baxter 48857421D7BC4B4...

DocuSign Envelope ID: CD7DEBC4-778F-417F-91DF-80302897881D

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Aesthetics – height

Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

We are in hwin million dollar home developments promised that they were going to build more custom million dollar homes not apartments non owned, Hi here its investors in Florida and builders in Texas that's a shame. Let us live in our retirement community without apartments.

CC Attachment 3

x That this is an apartment complex rather than owned residences:
Wouldn't of moved here if I would have known apartment living

x Decreased property value of the single-family residential homes in the neighborhood:
This is so depressing to have apartments right in my neighbourhood.

x Park impact:
There goes the neighbourhood

School impacts:

x Other:
4S retired people we did not want to look at apartment style living

Name: Monica Crawley

Address: 5081 prarie grass way

Phone: 9165958106

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS MC

DocuSigned by: Monica Crawley 3490C27D5D6F42F...

DocuSign Envelope ID: 2611F439-326B-434F-A033-682312F39360

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

Re: WRSP PCL F-25 and F-26 – Fiddyment Bungalows (File# PL20-0258)

Dear Roseville Planning Commission Members:

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I agree with the arguments presented in the Monroe/Teske/McPeak letter and specifically join in the arguments as to the project's incompatibility with our existing neighborhood as to the following:

Aesthetics – height

Aesthetics – color

Aesthetics - theme

x Parking and Traffic

x Safety Concerns

x Controlled Access

x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

I moved in this neighbourhood and bought a million dollar house for a reason, No investors from Florida builders from Texas is coming in my neighbourhood which are gated communities Crocker ranch all these million dollar homes in now were gonna have 3 story apartment complexes just to please investors that is going to bring a lot of low income probably half not working living of

DocuSign Envelope ID: 2611F439-326B-434F-A033-682312F39360

x That this is an apartment complex rather than owned residences:
Renters instead of owners in a million dollar area.

x Decreased property value of the single-family residential homes in the neighborhood:
There will be decreased property values because of this how sad is that.

x Park impact:
Apartment complexes should have their own park like settings in their grounds. Let us use our parks without all the masses

School impacts:

x Other:
Investors and builders from out of state. Who cares about the retired folks living in million dollar areas let's dump an apartment complex in the middle

Name: DAVID CRAWLEY

Address: 5081 prarie grass way roseville ca 95747

Phone: 9164106284

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
DC

DocuSigned by:
DAVID CRAWLEY
64D0194F8BF0417...

DocuSign Envelope ID: 819B17AC-D2BC-4691-83A0-50B34F63F57C

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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Aesthetics – color

Aesthetics - theme

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x Safety Concerns

x Controlled Access

Improper Road Designs

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x Crime:

DocuSign Envelope ID: 819B17AC-D2BC-4691-83A0-50B34F63F57C

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: shobhit kumar

Address: 417 danwood ct

Phone: 9168449427

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
Sk

DocuSigned by:
Shobhit kumar
BA48368105AD4DF...

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CC Attachment 3

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- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 73EB4DBA-979E-4DDC-88F1-5920C7982F49

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:
Park was designed for existing homeowners and not an increase in residents from high density apartments.

x School impacts:
Adding this many rentals on an already full district will cause even more overcrowding of the school system.

Other:

Name: Martin langston

Address: 3009 oak trail way
Roseville,CA 95747

Phone: 9162338871

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: 4E5C43C9-F4C9-4AFC-8DC2-0ED8FB68D987

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 4E5C43C9-F4C9-4AFC-8DC2-0ED8FB68D987

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Tamara Tyukayev

Address: 5137 Chico Dr Roseville CA 95747

Phone: 9164984521

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
Tamara Tyukayev
145AEB1C659C46F...

DocuSign Envelope ID: 49B2F2FD-3066-421C-A8FF-BDE21C5C7CBB

CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- x Aesthetics – height
- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:
  More crime in this residential area

DocuSign Envelope ID: 49B2F2FD-3066-421C-A8FF-BDE21C5C7CBB

x That this is an apartment complex rather than owned residences:
I would be ok with residential homes but I'm
Not for an apartment complex

x Decreased property value of the single-family residential homes in the neighborhood:
With the apartment complex out home values will decrease

Park impact:

School impacts:

Other:

Name: Carrie Bouknight

Address: 5009 Prairie Grass Way, Roseville ca 95747

Phone: 916-527-2272

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS CB

DocuSigned by:
Carrie Bouknight
E45F0220E561479...

DocuSign Envelope ID: E0B85673-28FA-4DE8-BE8F-669F12F5941F

CC Attachment 3

City of Roseville Planning Commission
311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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- Aesthetics – color
- Aesthetics - theme
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- x Controlled Access
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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: E0B85673-28FA-4DE8-BE8F-669F12F5941F

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

Park impact:

School impacts:

Other:

Name: Riley Facha

Address: 1196 Vista Verde Dr

Phone: 916-712-8627

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS KJF

DocuSigned by: 4965D42EA89B481...

DocuSign Envelope ID: 6AE4C384-95A7-425B-B80B-A281ABC736FC

CC Attachment 3

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311 Vernon Street
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planningdivision@roseville.ca.us

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Parking and Traffic

- x Safety Concerns
- x Controlled Access
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In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

DocuSign Envelope ID: 6AE4C384-95A7-425B-B80B-A281ABC736FC

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Sherri Kivett

Address: 109 Vista Verde Ct

Phone: 9166777270

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
1AB6C8DDB51E440...

DocuSign Envelope ID: EB879145-457D-4712-97ED-646EE6345E86

CC Attachment 3

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311 Vernon Street
Roseville, CA
planningdivision@roseville.ca.us

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In addition to the foregoing, I am concerned regarding the following impacts:

x Crime:

DocuSign Envelope ID: EB879145-457D-4712-97ED-646EE6345E86

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Sudha Repaka

Address: 4040 Haystack way, Roseville CA 95747

Phone: 619-228-5428

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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DocuSign Envelope ID: DEAE8FA0-6D97-402B-913D-37E09983EA95

CC Attachment 3

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Roseville, CA
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- x Aesthetics – color
- x Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

- x Crime:

There is potential for crime like anywhere but the addition of the apartment complexes adds a very big question mark? A lot of unknowns, a lot more traffic and a lot more strangers etc. in our neighborhood.

DocuSign Envelope ID: DEAE8FA0-6D97-402B-913D-37E09983EA95

CC Attachment 3

x That this is an apartment complex rather than owned residences:

There is nothing wrong with apartment complexes but in the middle of all these homes that just doesn't make sense on any grounds. It greatly takes away from the community as a whole. We don't want to look at apartments from our doorsteps.

x Decreased property value of the single-family residential homes in the neighborhood:

I feel the value of the homes will go down with the addition of the apartment complex. I feel that it won't be the same neighborhood we all call home.

x Park impact:

When you drive through the neighborhood you get that welcoming feeling but with the addition of apartment complexes in the middle of all theses homes it'll become a very big unknown.

x School impacts:

x Other:

Last but not least I feel that the people who live the neighborhood live here for the scenery and peacefulness of the community. Adding the apartments I feel takes away from its beauty and just makes it another place on the map. WE DO NOT WANT APARTMENTS IN OUR COMMUNITY.

Name: Dilpreet Singh Shergill

Address: 5104 Prairie Grass Way, Roseville CA 95747

Phone: 916-521-9505

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS
DS

DocuSigned by:
Dilpreet Shergill
7A8E54A7073F4D8...

DocuSign Envelope ID: 6C4AEEA0-C279-49CA-BEAE-0004546C9E77

CC Attachment 3

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- Aesthetics – color
- Aesthetics - theme
- x Parking and Traffic
- x Safety Concerns
- x Controlled Access
- x Improper Road Designs

In addition to the foregoing, I am concerned regarding the following impacts:

Crime:

Traffic, schools that will be impacted, overcrowding, safety, parking etc.

DocuSign Envelope ID: 6C4AEEA0-C279-49CA-BEAE-0004546C9E77

x That this is an apartment complex rather than owned residences:

x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Kathy Goulding

Address: 8048 Randolph Drive, Roseville CA 95747

Phone: 916-587-3549

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS KG

DocuSigned by: Kathy Goulding FB51FF2138304A4...

DocuSign Envelope ID: 6821FE17-D213-497A-B9FC-7860FCD14A00

CC Attachment 3

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- x Crime:

DocuSign Envelope ID: 6821FE17-D213-497A-B9FC-7860FCD14A00

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x Decreased property value of the single-family residential homes in the neighborhood:

x Park impact:

x School impacts:

Other:

Name: Andrew Economon

Address: 1173 Vista Verde Drive

Phone: 7026229955

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

DS

DocuSigned by:
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- ☑ Aesthetics – height
- ☑ Aesthetics – color
- ☑ Aesthetics – theme
- ☑ Parking and Traffic
- ☑ Safety Concerns
- ☑ Controlled Access

In addition to the foregoing, I/we am/are concerned regarding the following impacts:

- ☑ Crime: increased due to increase of people.
- ☐ That this is an apartment complex rather than owned residences:
- ☑ Decreased property value of the single-family residential homes in the neighborhood: houses do not "blend" with neighborhood and are not thoughtful to existing homes in and about the area of Fiddyment Farms.

CC Attachment 3

☑ Park impacts: Greatest Concern - The parking Proposal is misleading.

☐ School impacts:

☐ Other:

Name: Tiffany Kirkbride and Michal Garbacino

Address: 1145 Old Coach Dr.

Phone: 916-945-8371

cc: Sean Morales, Assistant Planner (smorales@roseville.ca.us)
Greg Bitter, Planning Manager (gbitter@roseville.ca.us)
Scott Alvord, Roseville City Councilmember (salvord@roseville.ca.us)

KING ENGINEERING
200 Auburn Folsom Road, Ste. 201
Auburn, California 95603
T: (530) 272-8328
E: Info@King-Engineering-Inc.com

SITE PLAN

FIDDYMENT RANCH

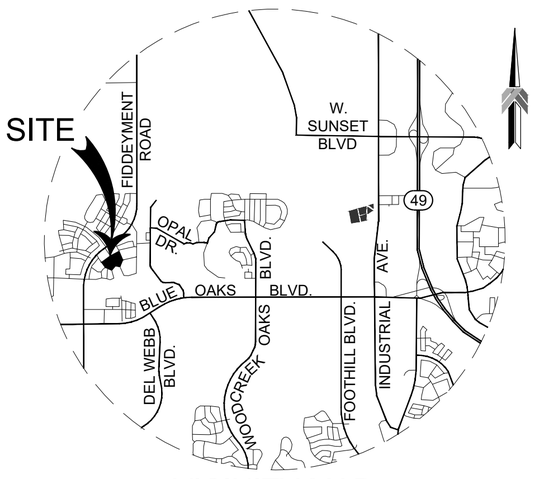
PHASE 2 - F25

CITY OF ROSEVILLE STATE OF CALIFORNIA

MAY 2021

30 15 0 30

SCALE: 1" = 30'



VICINITY MAP

NTS

LEGEND

DE	DRAINAGE EASEMENT	D	SOLID WASTE DUMPSTER
ESMT	EASEMENT		STREET LIGHT
EVA	EMERGENCY VEHICLE ACCESS		ASPHALT PAVING
HE	HIGHWAY EASEMENT		CONCRETE
LE	LANDSCAPE EASEMENT		LANDSCAPE
MPE	MULTI PURPOSE EASEMENT		COURTYARD
MPTE	MULTI PURPOSE TRAIL EASEMENT		BUILDING
PE	PEDESTRIAN EASEMENT		GARAGE
PUE	PUBLIC UTILITY EASEMENT		GRASSCRETE
SDE	SLOPE AND DRAINAGE EASEMENT		ACCESSIBLE PATH OF TRAVEL
(E)	EXISTING		
(P)	PROPOSED		
PL	PROPERTY LINE		

WATER FIRE HYDRANT ASSEMBLY (FH)
AIR RELEASE VALVE (ARV)
BLOW OFF VALVE (BOV)
WATER VALVE
STORM DRAIN MANHOLE (DMH)
SANITARY SEWER MANHOLE (SMH)
TRANSFORMER



SITE INFORMATION

OWNER: CRP/VDH FIDDYMENT RANCH BUNGALOWS OWNER, L.L.C
APN: 492-013-005 PLACER COUNTY
SITE ACREAGE: 4.94 ACRES

PLAN TYPE 1 TOTAL = 24
PLAN TYPE 2 TOTAL = 24
PLAN TYPE 3 TOTAL = 22
PLAN TYPE 4 TOTAL = 23

EXISTING ZONING

R3

PROPOSED ZONING

R3

PARKING SUMMARY

REQUIRED: 2+ BEDROOMS = 2 PER UNIT
10+ UNITS = 1 GUEST SPACE FOR EVERY 10 UNITS

PROPOSED: 2 GARAGE SPACES X 73 UNITS = 146 SPACES
2 CARPORT SPACES X 20 UNITS = 40 SPACES

COVERED RESIDENT SPACES = 186
UNCOVERED GUEST SPACES = 12
TOTAL SPACES = 198

NUMBER OF REGULAR SPACES = 191
NUMBER OF COMPACT SPACES = 3
NUMBER OF ELECTRIC VEHICLE SPACES = 4

NOTE: SEE TYPICAL PARKING STALL STRIPING DETAIL ON THE DETAIL SHEET.

PROJECT ENGINEER

KING ENGINEERING
200 AUBURN FOLSOM ROAD, STE 201
AUBURN, CA 95603

PROJECT ARCHITECT

BASSENIAN LAGONI
2031 ORCHARD DRIVE, STE 100
NEWPORT BEACH, CA 92660

PROJECT LANDSCAPE ARCHITECT

WOOD RODGERS, INC
3301 C STREET, BLDG 100-B
SACRAMENTO, CA 95816

CONSTRUCTION NOTES

1. 30' CURB PAINTED YELLOW, DIAL-A-RIDE PICK UP & DROP OFF.
2. "PASSENGER LOADING ONLY" SIGN CALTRANS R25C (CA)
3. 8' WIDE LEVEL LANDING.

SHEET 1 OF 6

KING ENGINEERING
200 Auburn Folsom Road, Ste. 201
Auburn, California 95603
T: (530) 272-8328
E: Info@King-Engineering-Inc.com

SITE PLAN

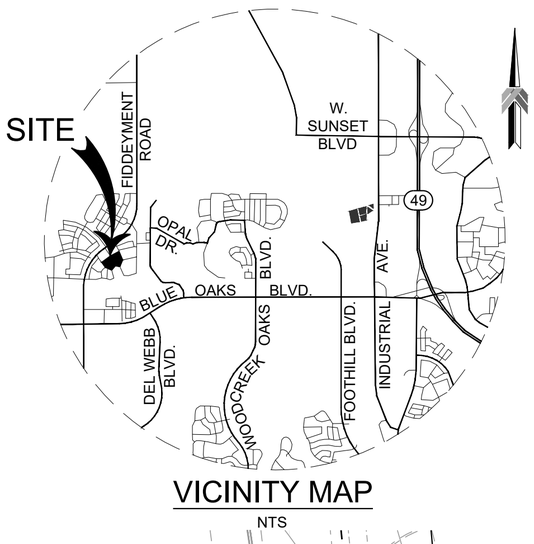
FIDDYMENT RANCH

PHASE 2 - F26

CITY OF ROSEVILLE STATE OF CALIFORNIA

MAY 2021

30 15 0 30
SCALE: 1" = 30'



VICINITY MAP
NTS

LEGEND

DE	DRAINAGE EASEMENT	D	SOLID WASTE DUMPSTER
ESMT	EASEMENT		STREET LIGHT
EVA	EMERGENCY VEHICLE ACCESS		ASPHALT PAVING
HE	HIGHWAY EASEMENT		CONCRETE
LE	LANDSCAPE EASEMENT		LANDSCAPE
MPE	MULTI PURPOSE EASEMENT		COURTYARD
MPTE	MULTI PURPOSE TRAIL EASEMENT		BUILDING
PE	PEDESTRIAN EASEMENT		GARAGE
PUE	PUBLIC UTILITY EASEMENT		GRASSCRETE
SDE	SLOPE AND DRAINAGE EASEMENT		ACCESSIBLE PATH OF TRAVEL
(E)	EXISTING		
(P)	PROPOSED		
PL	PROPERTY LINE		

WATER FIRE HYDRANT ASSEMBLY (FH)
AIR RELEASE VALVE (ARV)
BLOW OFF VALVE (BOV)
WATER VALVE
STORM DRAIN MANHOLE (DMH)
SANITARY SEWER MANHOLE (SMH)
TRANSFORMER



SITE INFORMATION

OWNER: CRP/VDH FIDDYMENT RANCH BUNGALOWS OWNER, L.L.C
APN: 492-013-003 PLACER COUNTY
SITE ACREAGE: 5.04 ACRES

PLAN TYPE 1 TOTAL = 24
PLAN TYPE 2 TOTAL = 24
PLAN TYPE 3 TOTAL = 23
PLAN TYPE 4 TOTAL = 25

EXISTING ZONING

R3

PROPOSED ZONING

R3

PARKING SUMMARY

REQUIRED: 2+ BEDROOMS = 2 PER UNIT
10+ UNITS = 1 GUEST SPACE FOR EVERY 10 UNITS

PROPOSED: 2 GARAGE SPACES X 74 UNITS = 148 SPACES
2 CARPORT SPACES 2 22 UNITS = 44 SPACES

COVERED RESIDENT SPACES = 192
UNCOVERED GUEST SPACES = 14
TOTAL SPACES = 206

NUMBER OF REGULAR SPACES = 202
NUMBER OF COMPACT SPACES = 2
NUMBER OF ELECTRIC VEHICLE SPACES = 2

NOTE: SEE TYPICAL PARKING STALL STRIPING DETAIL ON THE DETAIL SHEET.

PROJECT ENGINEER

KING ENGINEERING
200 AUBURN FOLSOM ROAD, STE 201
AUBURN, CA 95603

PROJECT ARCHITECT

BASSENIAN LAGONI
2031 ORCHARD DRIVE, STE 100
NEWPORT BEACH, CA 92660

PROJECT LANDSCAPE ARCHITECT

WOOD RODGERS, INC
3301 C STREET, BLDG 100-B
SACRAMENTO, CA 95816

CONSTRUCTION NOTES

1. 30' CURB PAINTED YELLOW, DIAL-A-RIDE PICK UP & DROP OFF.
2. "PASSENGER LOADING ONLY" SIGN CALTRANS R25C (CA)
3. 8' WIDE LEVEL LANDING.

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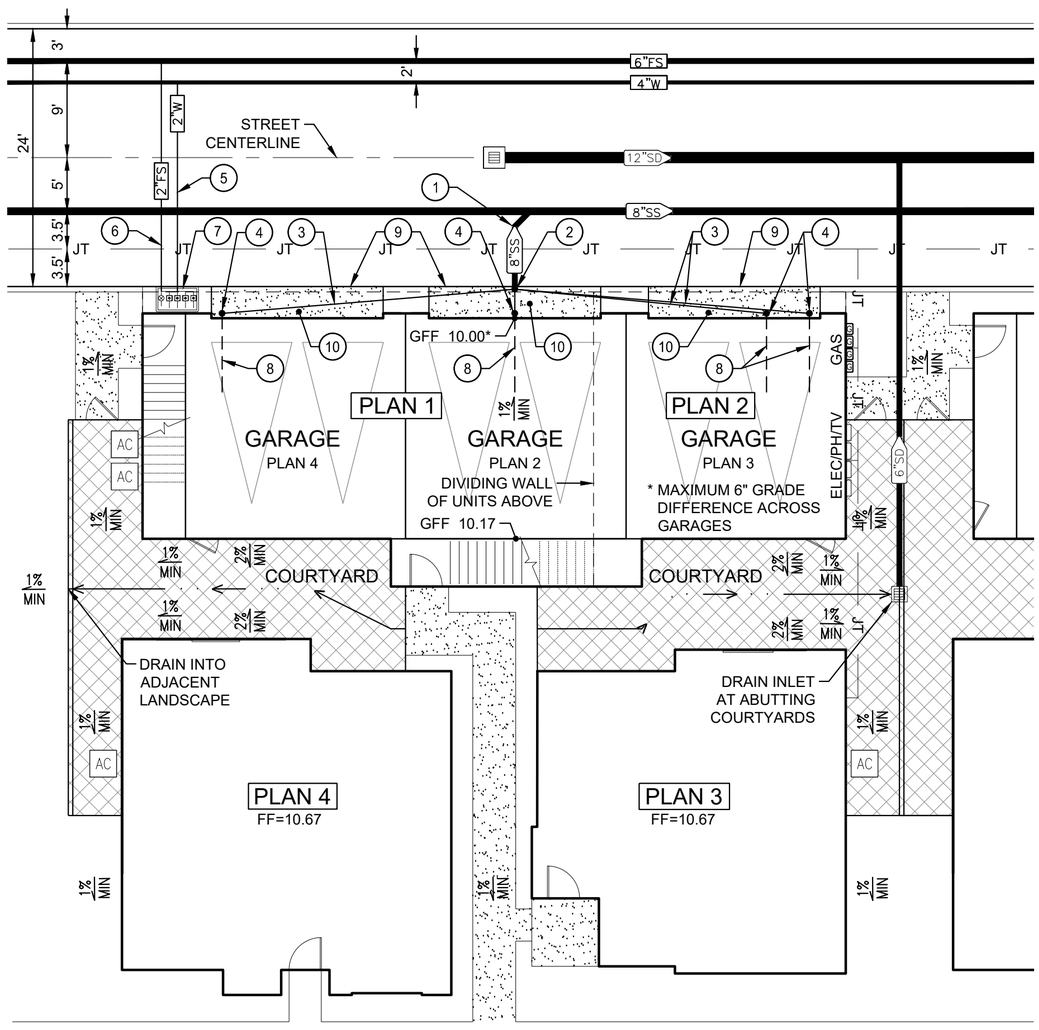
PRELIMINARY PLAN DETAILS

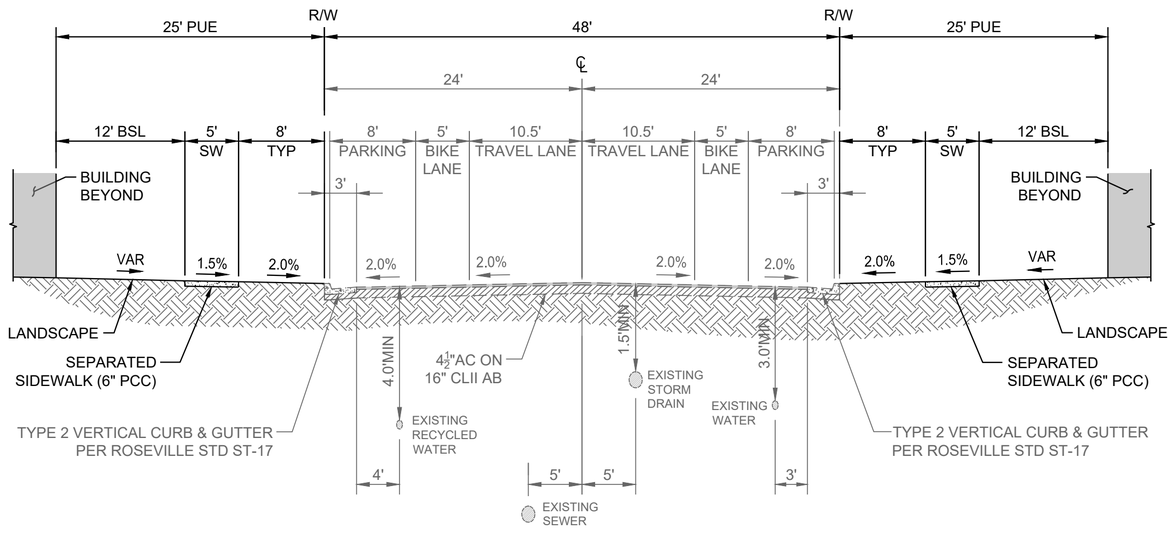
FIDDYMENT RANCH

PHASE 2 - F25 & F26

CITY OF ROSEVILLE STATE OF CALIFORNIA

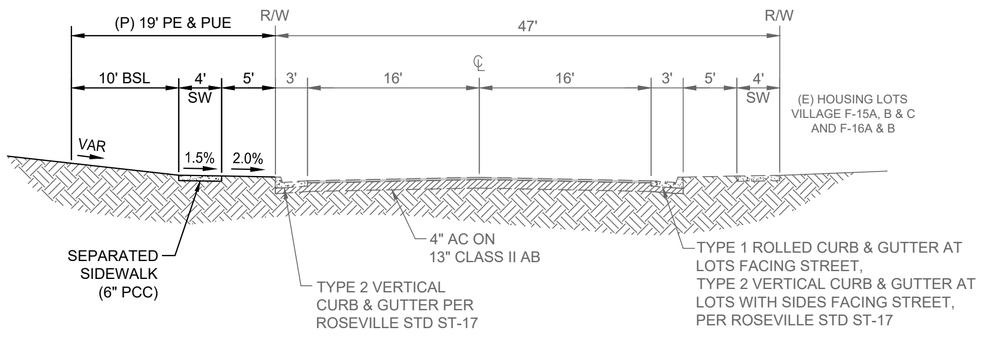
MARCH 2021





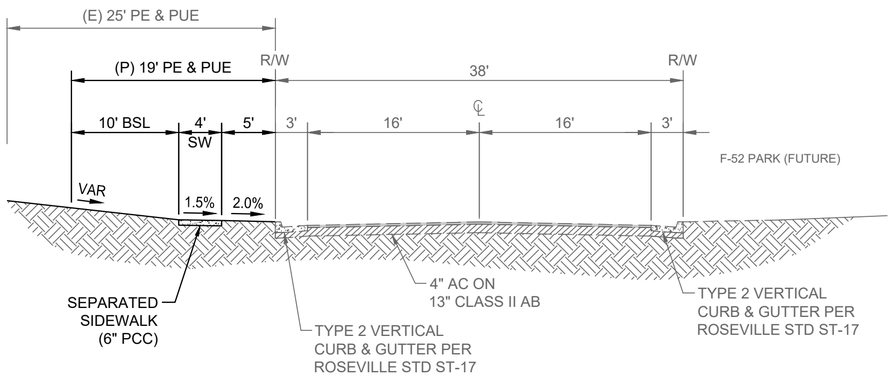
TI=8.0 R=15
BEG TO STA 8+05.75

A PRAIRIE TOWN WAY
NTS



TI=7.0 R=15

B TYPICAL SECTION - PRIMARY RESIDENTIAL 47' RW
(RUSTLER DRIVE & AUTUMN LEAVES DRIVE)
NTS



TI=7.0 R=15

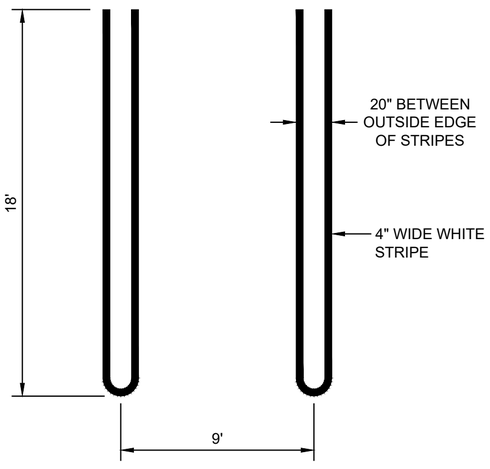
C TYPICAL SECTION - MINOR RESIDENTIAL 38' RW
(OLD COACH DRIVE & ANGUS ROAD)
NTS

CONSTRUCTION NOTES

1. 6"SS INVERT ELEVATION PER PLAN.
2. 6" SS CLEANOUT, SEE DETAIL B.
3. 4" PVC SDR 26 @ S=0.02 MIN.
4. 4" SS CLEANOUT PER ROSEVILLE PLATE SS-5.
5. 2" DOMESTIC WATER SERVICE.
6. 2" FIRE SERVICE.
7. WATER MANIFOLD W/ (4) 1" WATER METER SIMILAR TO ROSEVILLE PLATE W-5, AND 1½" FIRE SERVICE LINE & VALVE IN A B44 BOX.
8. PRIVATE SEWER SERVICE LATERAL BY HOME BUILDER.
9. 1 INCH HIGH LIP AT 45 DEGREE BATTER.
10. 1.0% MINIMUM TO 5.0% MAXIMUM SLOPE TO ALLEY

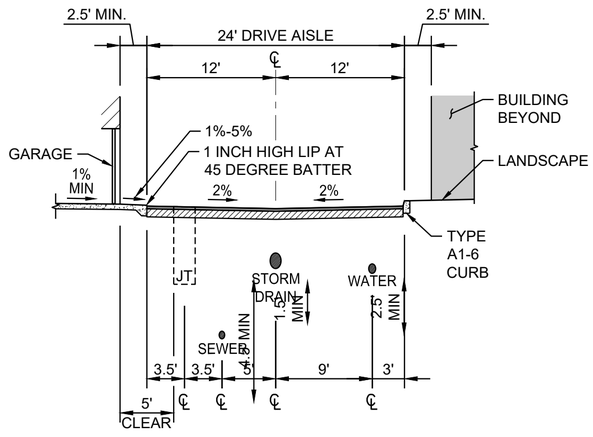
TYPICAL BUNGALOW UTILITY SERVICES & GRADING

SCALE: 1"=10'

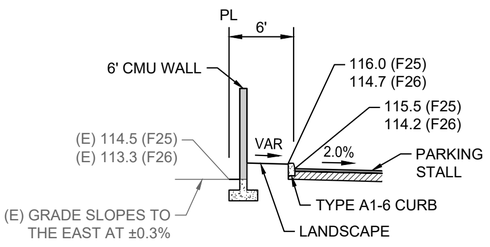


TYPICAL PARKING STALL STRIPING

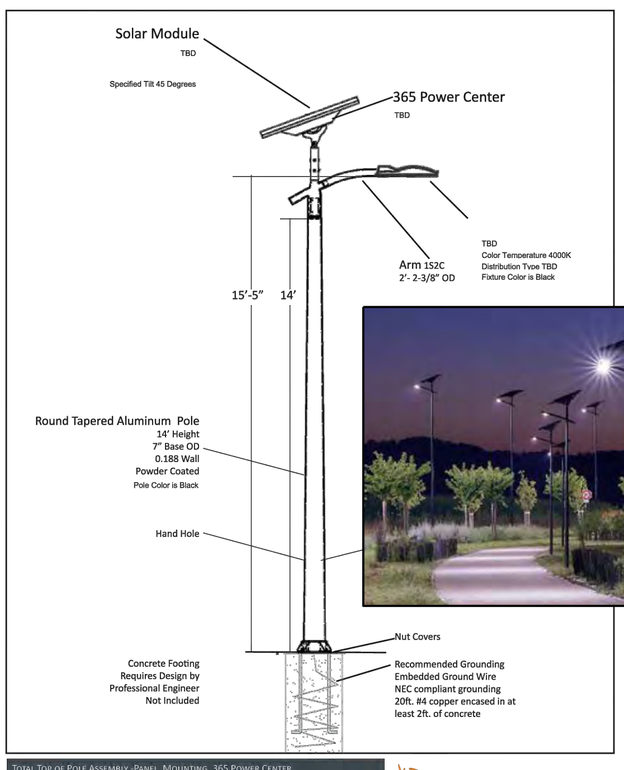
NTS



D TYPICAL ALLEY
NTS



E NORTH BOUNDARY SECTION
NTS



Total Top of Pole Assembly -Panel, Mounting, 365 Power Center	Weight - (Pounds)				EPA (Sq.Ft.)		
Solar Assembly	1P	2P	3P	4P	10° Tilt	20° Tilt	45° Tilt
P140F-T1-HW-MC	102.73	113.31	123.89	134.48	2.67	3.89	7.45
P260F-T3-HW-MC	120.37	130.95	141.53	152.12	4.48	7.24	13.93
P305F-T4-HW-MC	120.37	130.95	141.53	152.12	4.48	7.38	14.36

FONROCHE lighting AMERICA

Ordering Selections — 14' Pole

[ ] - 4K - [ ] - BK - [ ]]-[ ] - HW-MC - [ ] - [ ]]- [ ] - BK

Fixture · Temp · Type · Color (Fixture) · HS · Solar-Mount · Option · Power Center · Tilt · Pole · Color (Pole)

ALLEY POLE LIGHTING

Day-Brite CFI by Signify

Linear

FluxStream sealed strip

4' and 8'
Up to 12,000 lumens



Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Day-Brite / CFI FluxStream LED sealed strip is a high performing luminaire delivering smooth diffuse light ideal for light industrial, commercial and residential applications with the unparalleled energy efficiency of Philips LED lighting.

Ordering guide Example: FSX440L840-UNV

Series	Length (nominal)	Lumens[1] (nominal)	Color temp. (K)	Voltage	Driver	Options
FSX FluxStream sealed strip	4 4' length	40L 4000 lumens 60L 6000 lumens	830 80 CRI, 3000K 835 80 CRI, 3500K 840 80 CRI, 4000K 850 80 CRI, 5000K	UNV Universal voltage 120-277V 120 120V 277 277V 347 347V	blank Non-dimming 0-10V 1% dimming DIM[3] Step dimming to 40% input power	BSL6LST[2,3] Factory wired Philips Bodine integral emergency pack. Nominal 700lm MD360W 120-277V motion detector, factory installed on end cap (ON/OFF) MD360WD 120-277V motion detector, factory installed on end cap (ON/DIM) IP65 IP65 rated protection from water and dust WCW6/6 Factory wired 6' 18/6 white cord for use with 0-10V DIM option plus BSL6LST WCW6/5 Factory wired 6' 18/5 white cord for use with 0-10V DIM option WCW6/4 Factory wired 6' 16/4 white cord for use with BSL6LST or SDIM options Factory wired 6' 16/3 white cord is standard
	8' 8' length	80L 8000 lumens 120L 12000 lumens				

1. Nominal delivered lumens at 25°C ambient.
2. BSL6LST on 8' models illuminates 4' section in emergency mode.
3. 3 wire cord is standard. Order proper cord option for dimming or emergency.

Accessories (order separately, see last page for details)

- **FSXWG4** - 4' wire guard (order two for 8' models)
- **FSTH** - Sliding hanger bracket (set of two)
- **DACH48** - Adjustable cable hanger kit (order two per fixture)

General notes

Many luminaire components, such as reflectors, refractors, lenses, sockets, lampholders, and LEDs are made from various types of plastics which can be adversely affected by airborne contaminants. If sulfur based chemicals, petroleum based products, cleaning solutions, or other contaminants are expected in the intended area of use, consult factory for compatibility.

FluxStream_LED_sealed_strip www.day-brite.com 11/18 page 1 of 3

CARPORT LIGHTING

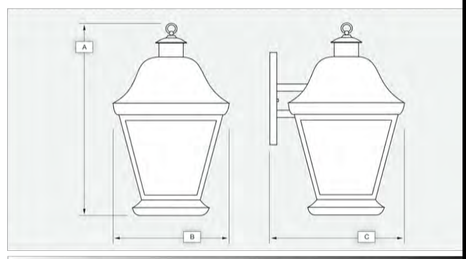
EVERGREEN LIGHTING

Catalog #		Type	
Project			
Description		Date	

MADRID

ARM MOUNT





Standard Features

Material
Paintlok sheet; Standard Powdercoat Finish, White Acrylic Lens; .125 thickness, ETL Wet Location.

Installation
Mounting/wireway hole in center of backplate. Supplied with standard mounting hardware to mount to a 4" J-box or plaster ring.

Optics*
Contact Evergreen Lighting for complete photometrics.

Sample Spec Number: MAD2103Q-AB-A

Part #	Lamp/Watts	Lumens	A	B	C
MAD2103Q	13Q	800	18	9	10 3/4
MAD2105T	26T	1800	18	9	10 3/4
MAD2204Q	2-13Q	1600	18	9	10 3/4
MAD2205	26Q	1800	18	9	10 3/4
MAD2111	32T	2200	20 1/2	10	12
MAD2304Q	2-13Q	1600	20 1/2	10	12
MAD2306	2-26Q	3600	20 1/2	10	12
MAD2322	42T	3200	20 1/2	10	12
MAD2106L	6LED	600	18	9	10 3/4
MAD2110L	10LED	1000	18	9	10 3/4
MAD2212L	12LED	1200	18	9	10 3/4
MAD2220L	20LED	2000	20 1/2	10	12
MAD2324L	24LED	2400	20 1/2	10	12
MAD2340L	40LED	4000	20 1/2	10	12
DARK SKY					
MAD2109LS	9LED	900	18	9	10 3/4
MAD2215LS	15LED	1500	18	9	10 3/4
MAD2320LS	20LED	2000	20 1/2	10	12

LED Features

LED
Alta LED #AL-R-1W-30LED array to be mounted onto an Aluminum MPCB Board configured to the proper wattage. The LED arrays will be centered within the Lens area and mounted on a white aluminum reflective plate.

Driver
Specific Drivers will be matched with each different LED array configuration/wattage. Standard Driver Features:
- Constant Current
- 3 / 5 year warranty
- 120/277 multi-voltage power supplies
- Kelvin - 2700K, 3000K, 3500K, 4100K, 5000K

Fluorescent Features

Ballast
SC programmed electronic high power factor ballast, multivoltage 120V/277V. Lamps not included

Finishes

Ballast
Architectural Bronze (AB) Textured Gold (TG)
Textured Bronze (TBR) Metallic Nickel (MN)
Matte Black (MBK) Textured Verde Patina (TVP)
Semi Gloss Black (GBK) Satin Brass (SB)
Textured Black (TBK) Copper Vein (CV)
Textured Rust (TR) Gold Vein (GV)
Matte White (MW) Silver Vein (SV)
Textured White (TW) Chrome (CH)
Gloss White (GW) Oil Rubbed Bronze (ORB)
Metallic Grey (MG)

Options*

Emergency (EMR) Special Lens
Photocell (PC) Incandescent
Lamp Sources
Size Modifications
Vandal Proof Enclosure (VPE)

*Consult Factory

MADE IN CALIFORNIA

Evergreen Lighting
1379 Ridgeway Street, Pomona, CA 91768
Ph: 909-865-5599 Fax: 909-865-5539
www.evergreenlighting.com

BUILDING MOUNTED LIGHTING

KING ENGINEERING
200 Auburn Folsom Road, Ste. 201
Auburn, California 95603
T: (530) 272-8328
E: Info@King-Engineering-Inc.com

PRELIMINARY GRADING, DRAINAGE AND UTILITY PLAN

FIDDYMENT RANCH

PHASE 2 - F25

APN:492-013-005

CITY OF ROSEVILLE STATE OF CALIFORNIA

MAY 2021

30 15 0 30

SCALE: 1" = 30'

ESTIMATED EARTHWORK

5939± CY EXCAVATION (INCLUDING FOOTINGS & UTILITIES)
3253± CY EMBANKMENT
2036± CY NET EXPORT

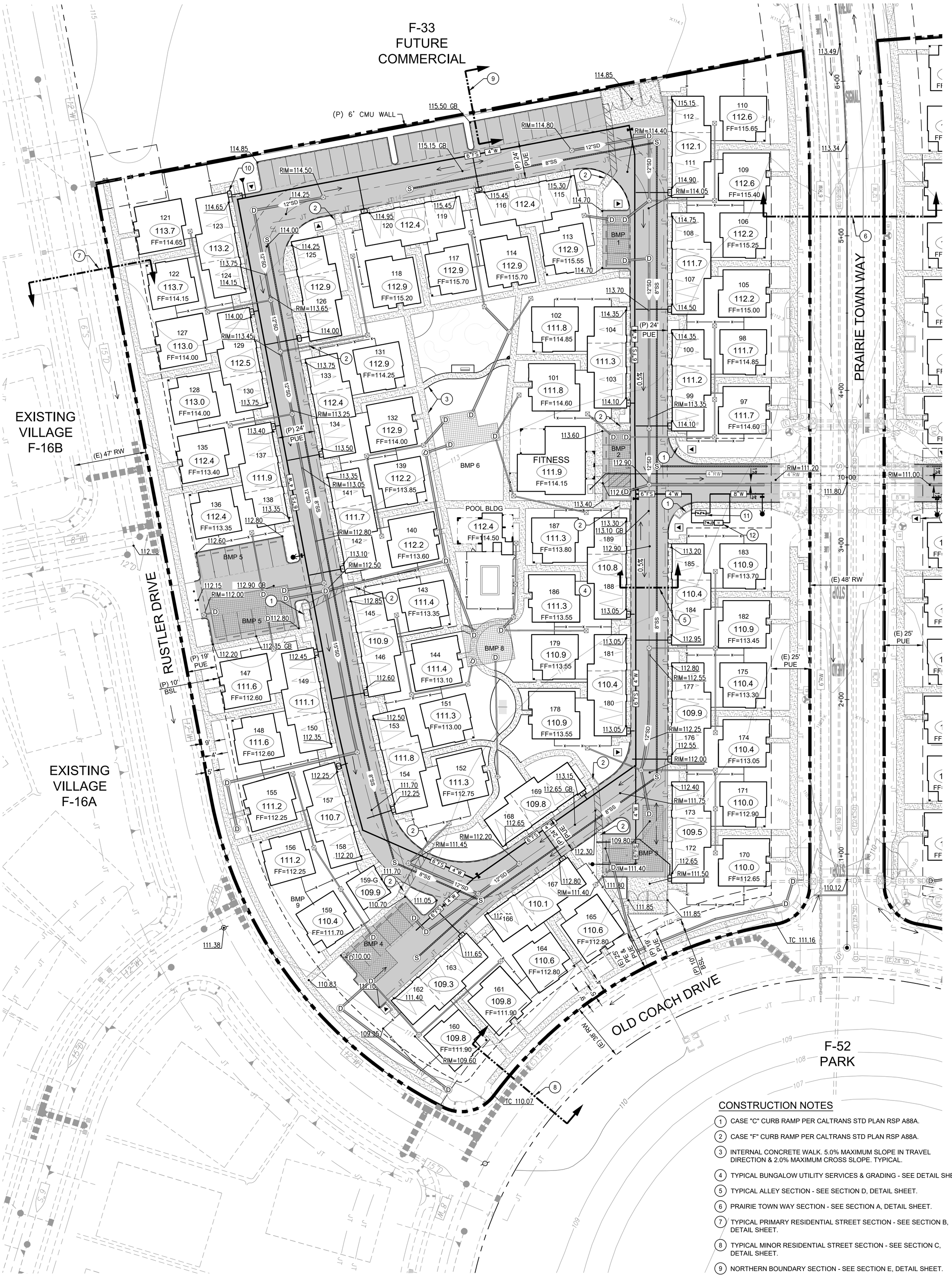
NOTE:
10-15% ASSUMED FOR SHRINK LOSS AND SETTLEMENT.
QUANTITIES ARE PRELIMINARY AND SUBJECT TO CHANGE.

TOTAL PROJECT AREA OF DISTURBANCE

239,067 SF

NOTES:

1. ALL GRADES ARE TOP OF ASPHALT UNLESS OTHERWISE NOTED.



CONSTRUCTION NOTES

1. CASE "C" CURB RAMP PER CALTRANS STD PLAN RSP A88A.
2. CASE "F" CURB RAMP PER CALTRANS STD PLAN RSP A88A.
3. INTERNAL CONCRETE WALK. 5.0% MAXIMUM SLOPE IN TRAVEL DIRECTION & 2.0% MAXIMUM CROSS SLOPE. TYPICAL.
4. TYPICAL BUNGALOW UTILITY SERVICES & GRADING - SEE DETAIL SHEET.
5. TYPICAL ALLEY SECTION - SEE SECTION D, DETAIL SHEET.
6. PRAIRIE TOWN WAY SECTION - SEE SECTION A, DETAIL SHEET.
7. TYPICAL PRIMARY RESIDENTIAL STREET SECTION - SEE SECTION B, DETAIL SHEET.
8. TYPICAL MINOR RESIDENTIAL STREET SECTION - SEE SECTION C, DETAIL SHEET.
9. NORTHERN BOUNDARY SECTION - SEE SECTION E, DETAIL SHEET.
10. WATER METER AND MANIFOLD, TYPICAL FOR EACH LOT.
11. FIRE DOUBLE DETECTOR CHECK.
12. MASTER DOMESTIC COMPOUND METER AND BACKFLOW

SHEET 3 OF 6

KING ENGINEERING
200 Auburn Folsom Road, Ste. 201
Auburn, California 95603
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E: Info@King-Engineering-Inc.com

PRELIMINARY GRADING, DRAINAGE AND UTILITY PLAN

FIDDYMENT RANCH

PHASE 2 - F26

APN:492-013-003

CITY OF ROSEVILLE STATE OF CALIFORNIA

MAY 2021

30 15 0 30

SCALE: 1" = 30'

ESTIMATED EARTHWORK

6,699± CY EXCAVATION (INCLUDING FOOTINGS & UTILITIES)
1,195± CY EMBANKMENT
5,265± CY NET EXPORT

NOTE:
10-15% ASSUMED FOR SHRINK LOSS AND SETTLEMENT.
QUANTITIES ARE PRELIMINARY AND SUBJECT TO CHANGE.

TOTAL PROJECT AREA OF DISTURBANCE F-26

243,921 SF

NOTES:

1. ALL GRADES ARE TOP OF ASPHALT UNLESS OTHERWISE NOTED.

F-32
FUTURE
COMMERCIAL

EXISTING
VILLAGE
F-15A

EXISTING
VILLAGE
F-15B

EXISTING
VILLAGE
F-15C

F-52
PARK

PRAIRIE TOWN WAY

AUTUMN LEAVES DRIVE

ANGUS ROAD

CLUBHOUSE/
LEASING
110.4
FF=112.45

MAINT BLDG
109.4
FF=112.75

BMP 1
BMP 2
BMP 3
BMP 4
BMP 5
BMP 6
BMP 7
BMP 8
BMP 9

(P) 6' CMU WALL

(P) 24' PUE

(P) 19' PUE

(P) 10' BSL/PUE

(E) 25' PUE

(E) 25' PE & PUE

(E) 48' RW

(E) 47' RW

(E) 38' RW

CONSTRUCTION NOTES

1. CASE "C" CURB RAMP PER CALTRANS STD PLAN RSP A88A.
2. CASE "F" CURB RAMP PER CALTRANS STD PLAN RSP A88A.
3. INTERNAL CONCRETE WALK. 5.0% MAXIMUM SLOPE IN TRAVEL DIRECTION & 2.0% MAXIMUM CROSS SLOPE. TYPICAL.
4. TYPICAL BUNGALOW UTILITY SERVICES & GRADING - SEE DETAIL SHEET.
5. TYPICAL ALLEY SECTION - SEE SECTION D, DETAIL SHEET.
6. PRAIRIE TOWN WAY SECTION - SEE SECTION A, DETAIL SHEET.
7. TYPICAL PRIMARY RESIDENTIAL STREET SECTION - SEE SECTION B, DETAIL SHEET.
8. TYPICAL MINOR RESIDENTIAL STREET SECTION - SEE SECTION C, DETAIL SHEET.
9. NORTHERN BOUNDARY SECTION - SEE SECTION E, DETAIL SHEET.
10. ELECTRICAL TRANSFORMER.
11. FIRE DOUBLE DETECTOR CHECK.
12. MASTER DOMESTIC COMPOUND METER AND BACKFLOW

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PRELIMINARY PLAN DETAILS

FIDDYMENT RANCH

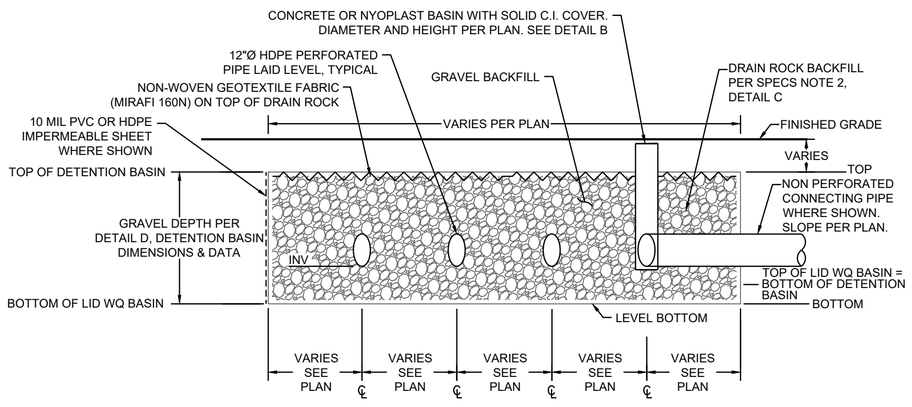
PHASE 2 - F25 & F26

CITY OF ROSEVILLE STATE OF CALIFORNIA

MAY 2021

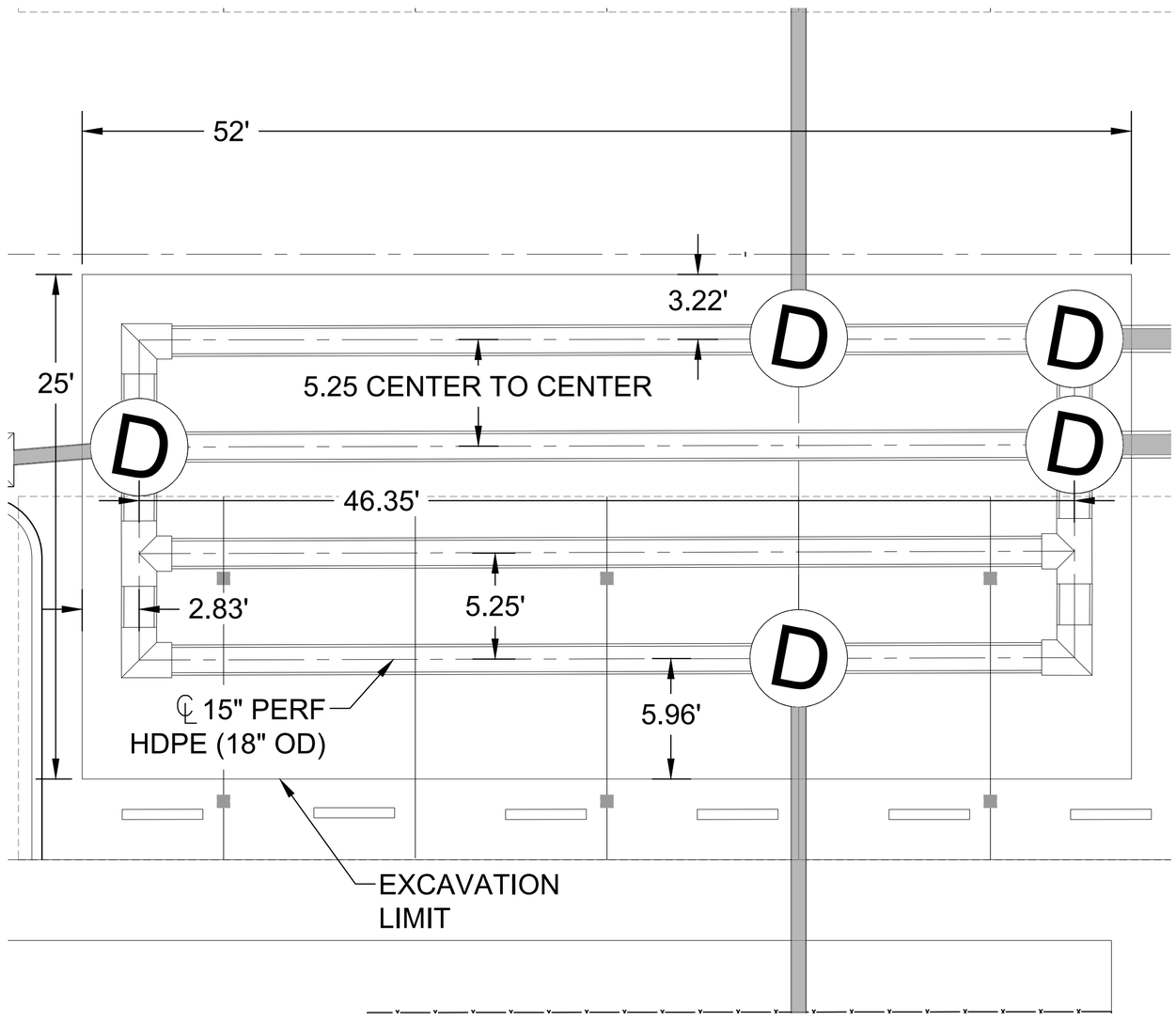
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SCALE: 1" = 5'



A DETENTION BASIN TYPICAL SECTION

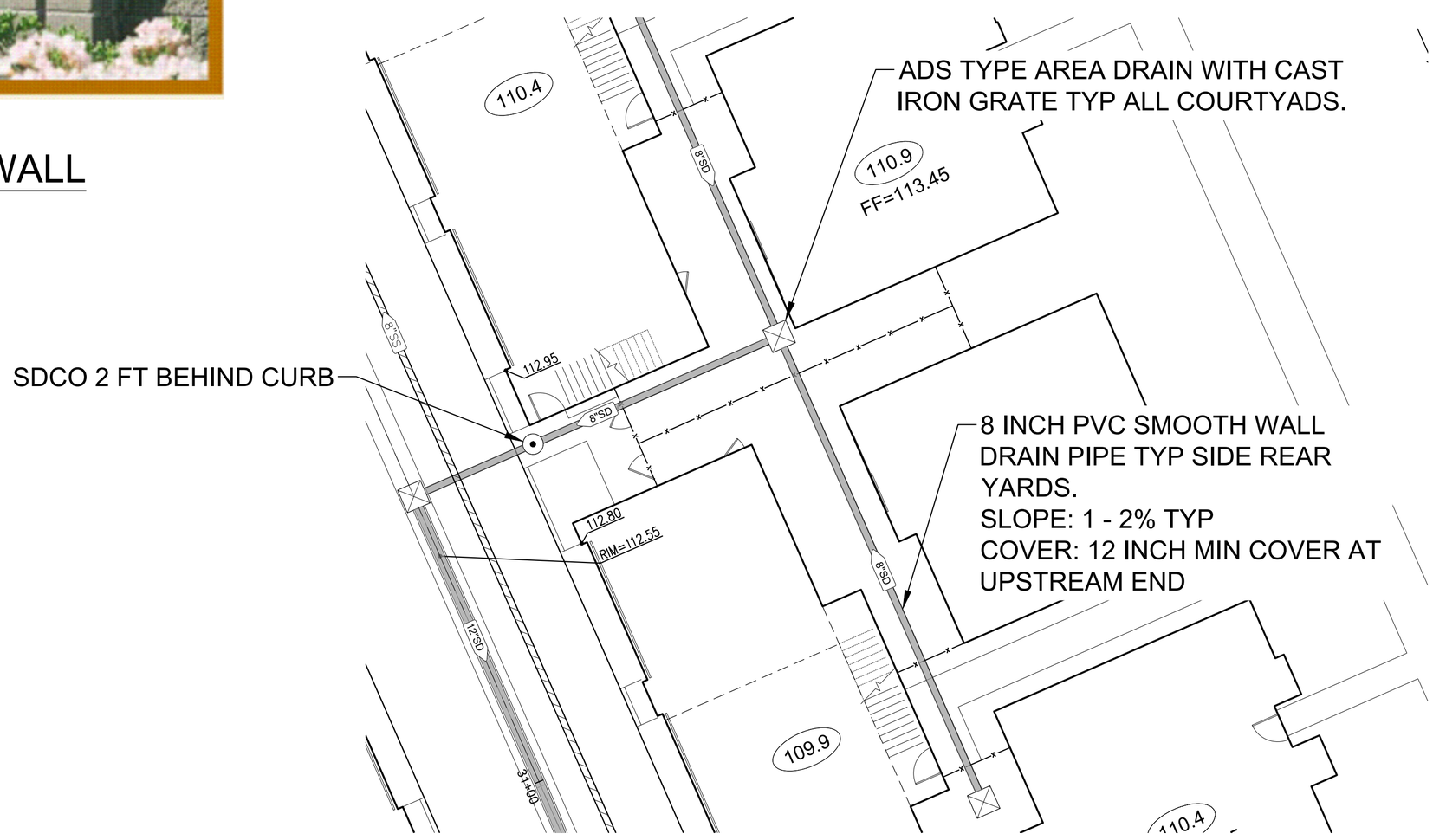
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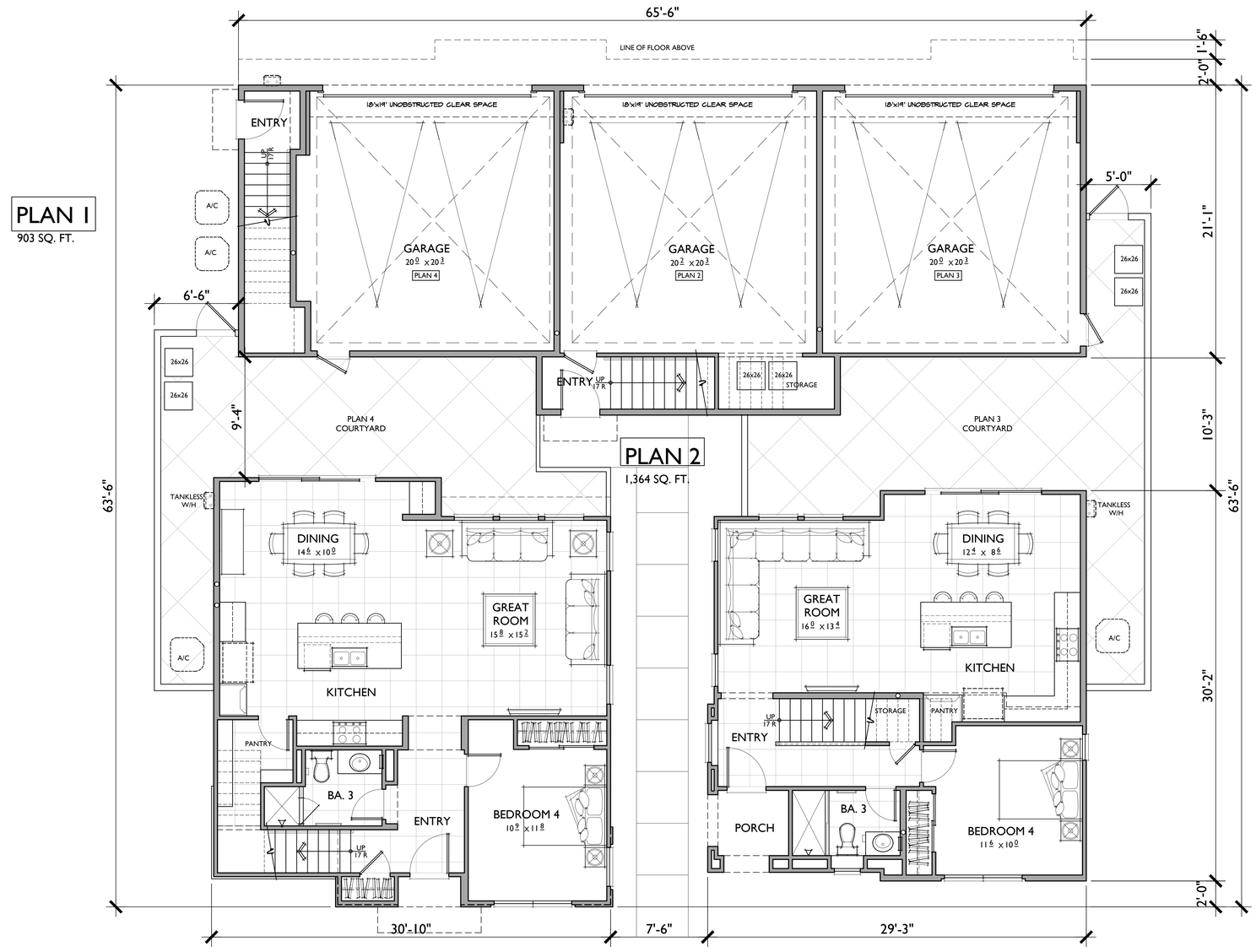
B DETENTION BASIN PLAN VIEW



C PROTO II CMU WALL



D TYPICAL AREA DRAIN DETAIL



PLAN 1
903 SQ. FT.

PLAN 4
1,777 SQ. FT.

PLAN 3
1,487 SQ. FT.

COMPOSITE PLAN FIRST FLOOR

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tel. +1 949 553 9100
fax +1 949 553 0548

BUNGALOW
Reflect Farmhouse Elevation
FIDDYMENT F-25, F-26
Roseville, California

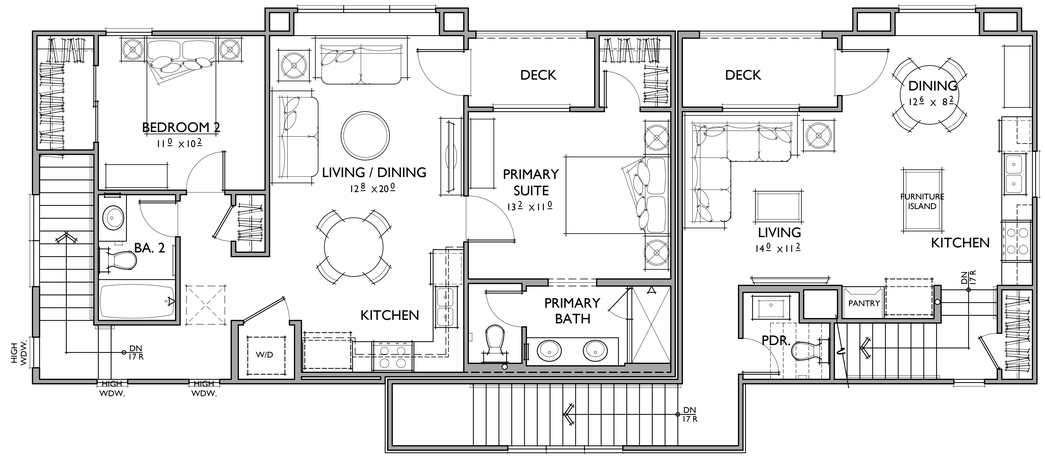
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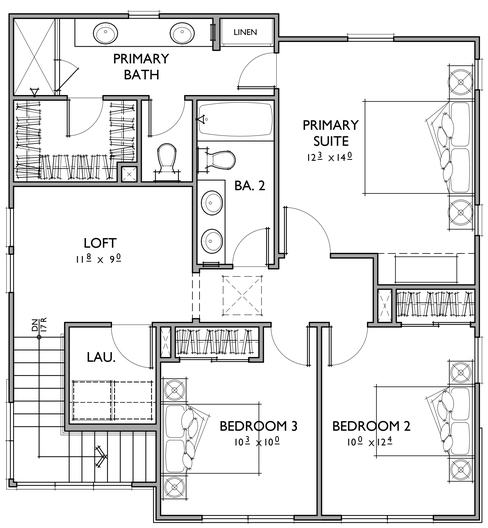
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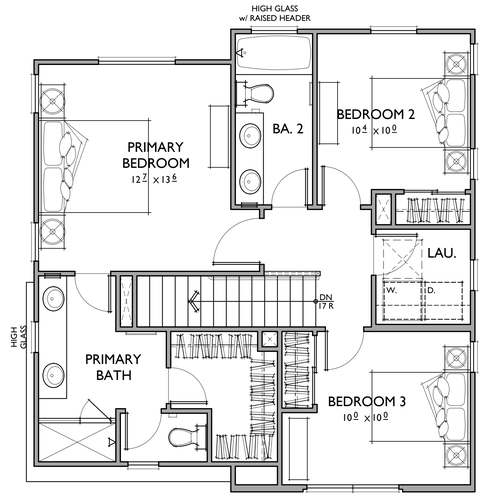
VAN DAELE HOMES

PLAN 1
903 SQ. FT.



PLAN 2
1,364 SQ. FT.





PLAN 4
1,826 SQ. FT.

PLAN 3
1,562 SQ. FT.

COMPOSITE PLAN SECOND FLOOR

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fax +1 949 553 0548

BUNGALOW
Reflect Farmhouse Elevation
FIDDYMENT F-25, F-26
Roseville, California

0 2 4 8

521.20146

02.10.20

VAN DAELE HOMES



PLAN 4 PLAN 2 PLAN 3

FARMHOUSE

CONCEPTUAL STREET SCENE

FIDDYMENT F-25, F-26

Roseville, California

0 2 4 8

521.20146

02.04.20

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VAN DAELE HOMES



PLAN 3 GARAGE PLAN 2 GARAGE PLAN 4 GARAGE

REAR ELEVATION - PLAN 1 AND PLAN 2



PLAN 1 PLAN 4

LEFT ELEVATION



PLAN 3 PLAN 2

RIGHT ELEVATION

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COMPOSITE ELEVATION

Farmhouse Variation I

FIDDYMENT F-25, F-26

Roseville, California

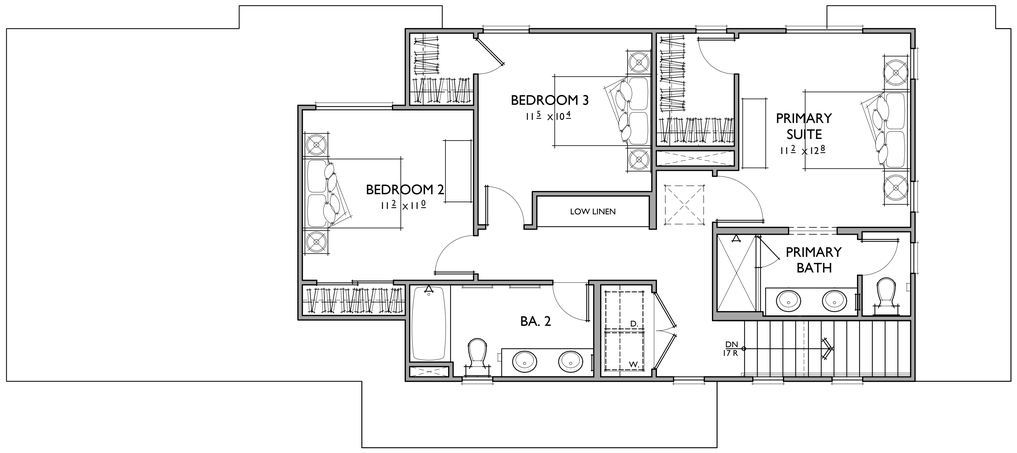
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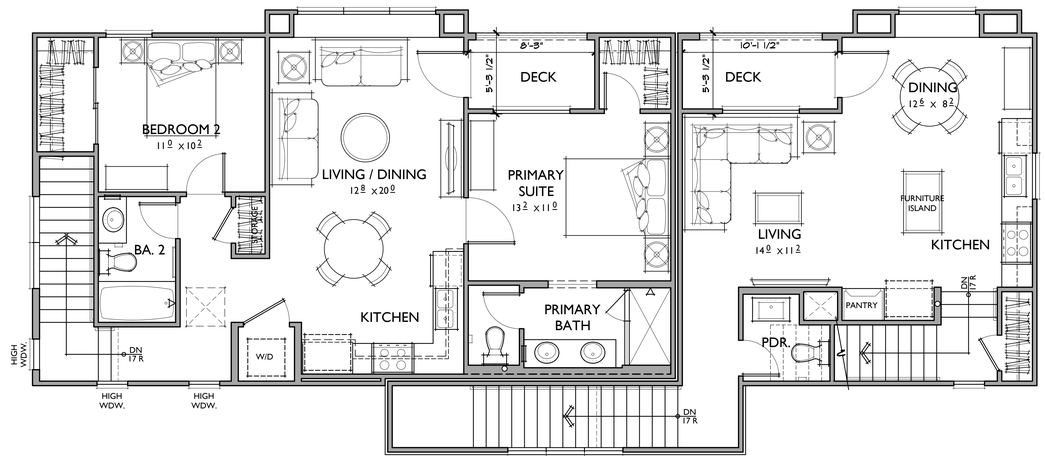
02.10.20

VAN DAELE HOMES

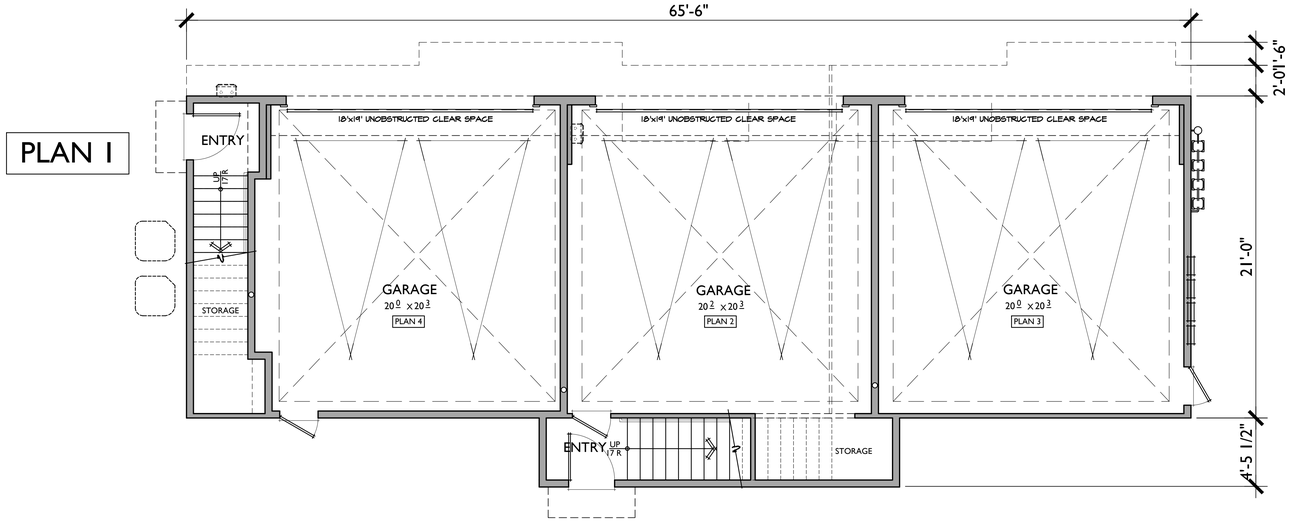
PLAN 2



PLAN 1



PLAN 2



PLAN 1

PLAN 1

2 BEDROOMS / 2 BATHS
2 - CARPORT SPACES

FLOOR AREA TABLE	
1ST FLOOR	84 SQ. FT.
2ND FLOOR	832 SQ. FT.
TOTAL LIVING	**916 SQ. FT.**
2 - CAR GARAGE	N/A
DECK	38 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 2

3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	75 SQ. FT.
2ND FLOOR	487 SQ. FT.
3RD FLOOR	802 SQ. FT.
TOTAL LIVING	**1,364 SQ. FT.**
2 - CAR GARAGE	453 SQ. FT.
DECK	47 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 1 AND PLAN 2

Reflects Farmhouse Variation 1 Elevation

FIDDYMENT F-25, F-26

Roseville, California

0 2 4 8

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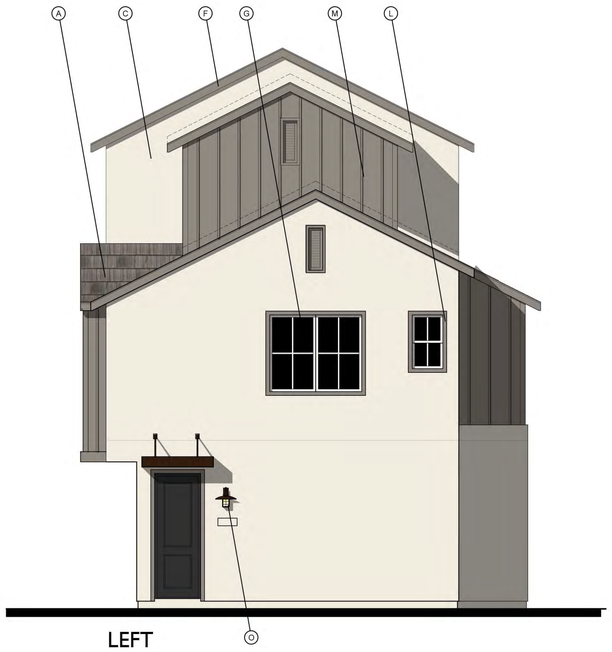
03.22.20

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VAN DAELE HOMES



LEFT

MATERIAL LEGEND

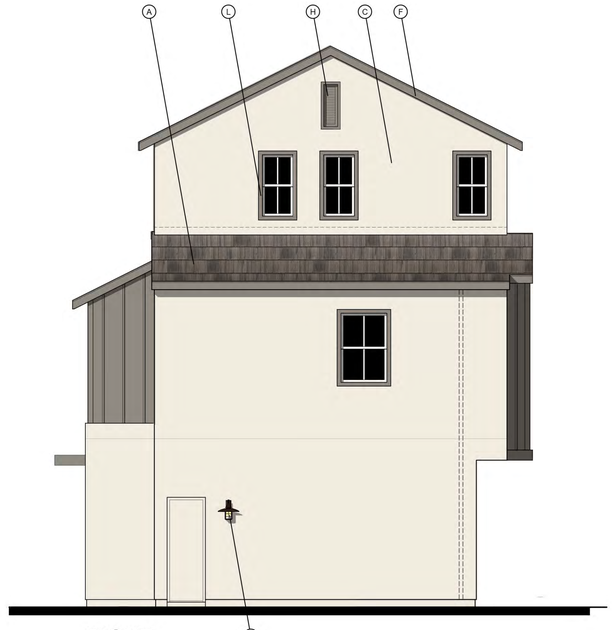
A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



FRONT

Farmhouse Variation 1

1/4"=1'-0"



RIGHT



REAR

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PLAN 1 AND PLAN 2

Farmhouse Variation I Elevation

FIDDYMENT F-25, F-26

Roseville, California

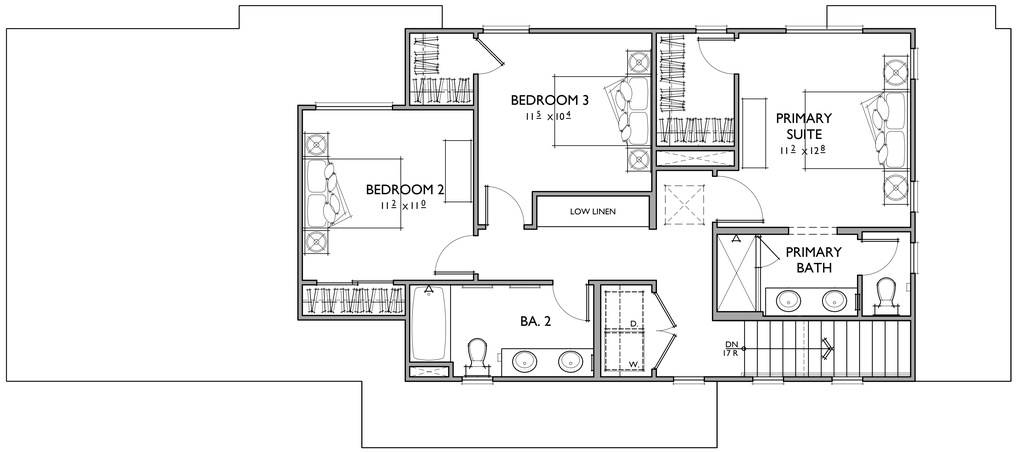
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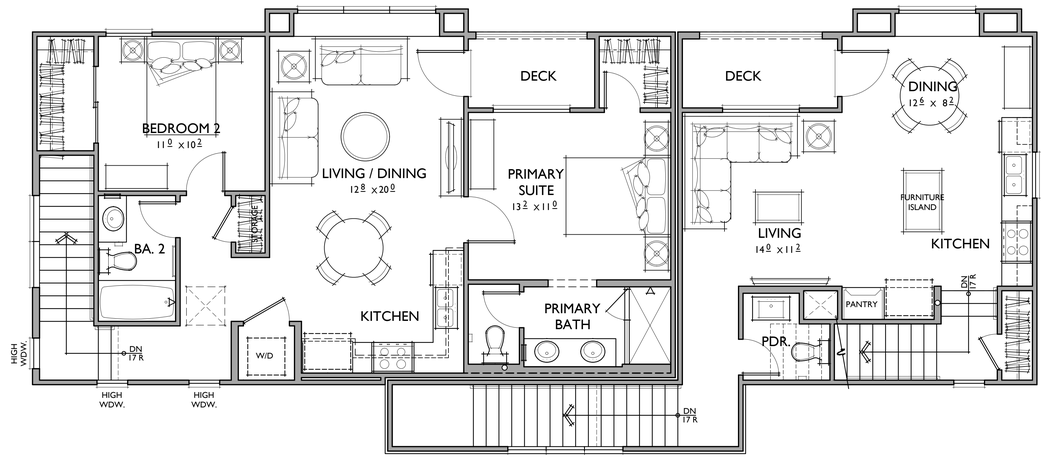
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VAN DAELE HOMES

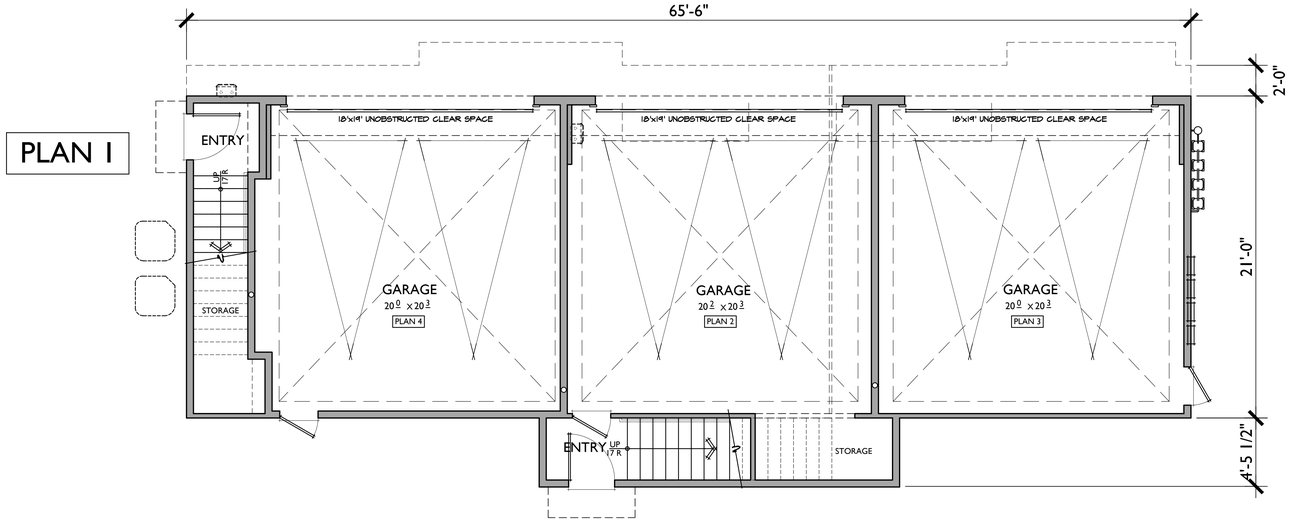
PLAN 2



PLAN 1



PLAN 2



PLAN 1

PLAN 1

2 BEDROOMS / 2 BATHS
2 - CARPORT SPACES

FLOOR AREA TABLE	
1ST FLOOR	84 SQ. FT.
2ND FLOOR	832 SQ. FT.
TOTAL LIVING	**916 SQ. FT.**
2 - CAR GARAGE	N/A
DECK	38 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 2

3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	75 SQ. FT.
2ND FLOOR	487 SQ. FT.
3RD FLOOR	802 SQ. FT.
TOTAL LIVING	**1,364 SQ. FT.**
2 - CAR GARAGE	453 SQ. FT.
DECK	47 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 1 AND PLAN 2

Reflects Farmhouse Variation 2 Elevation

FIDDYMENT F-25, F-26

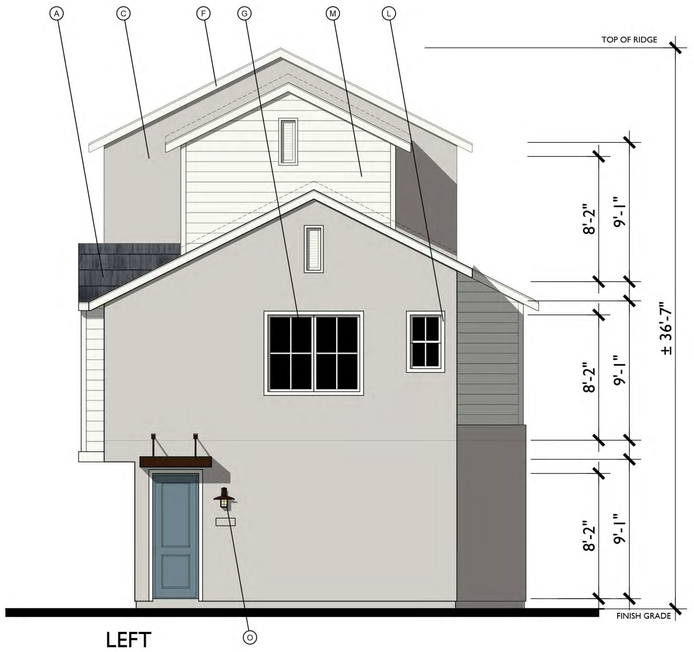
Roseville, California

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03.22.20

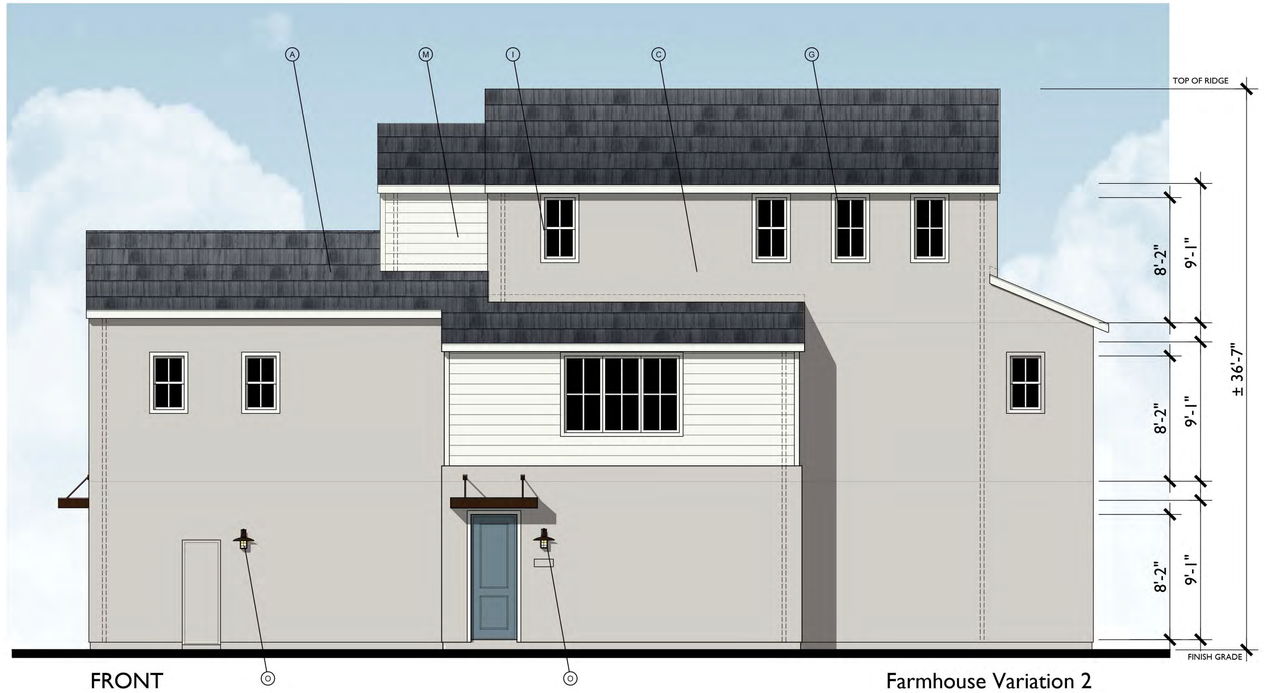
VAN DAELE HOMES



LEFT

MATERIAL LEGEND

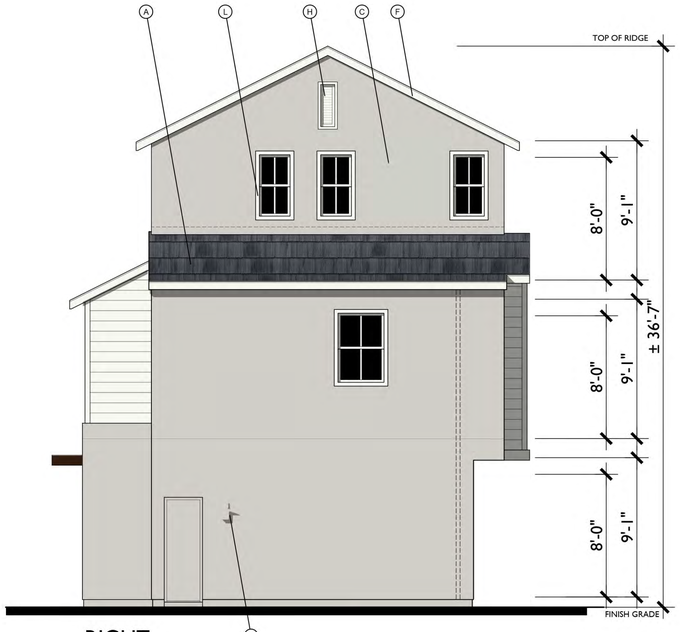
A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



FRONT

Farmhouse Variation 2

1/4"=1'-0"



RIGHT



REAR

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PLAN 1 AND PLAN 2

Farmhouse Variation 2 Elevation

FIDDYMENT F-25, F-26

Roseville, California

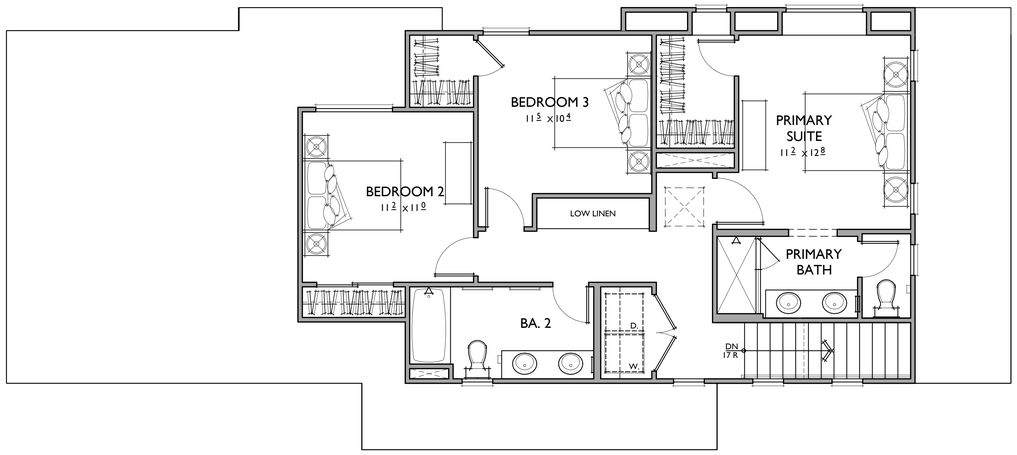
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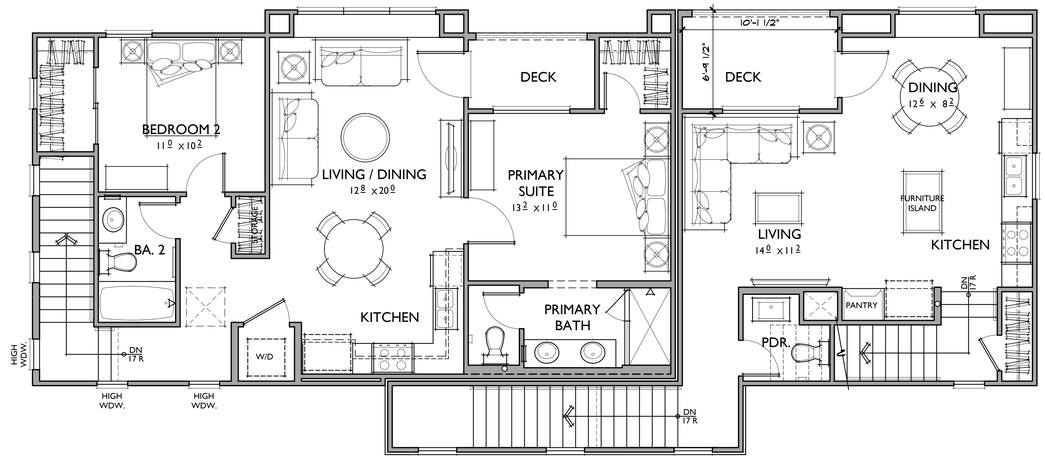
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VAN DAELE HOMES

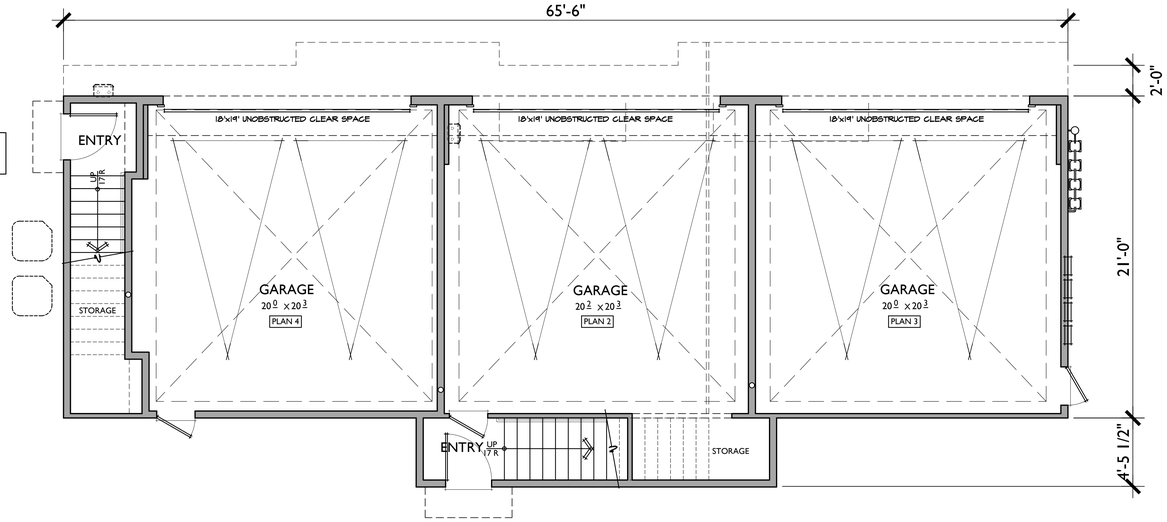
PLAN 2



PLAN 1



PLAN 2



PLAN 1

PLAN 1

2 BEDROOMS / 2 BATHS
2 - CARPORT SPACES

FLOOR AREA TABLE	
1ST FLOOR	84 SQ. FT.
2ND FLOOR	832 SQ. FT.
TOTAL LIVING	**916 SQ. FT.**
2 - CAR GARAGE	N/A
DECK	38 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 2

3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	75 SQ. FT.
2ND FLOOR	487 SQ. FT.
3RD FLOOR	802 SQ. FT.
TOTAL LIVING	**1,364 SQ. FT.**
2 - CAR GARAGE	453 SQ. FT.
DECK	47 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 1 AND PLAN 2

Reflects Farmhouse Variation 3 Elevation

FIDDYMENT F-25, F-26

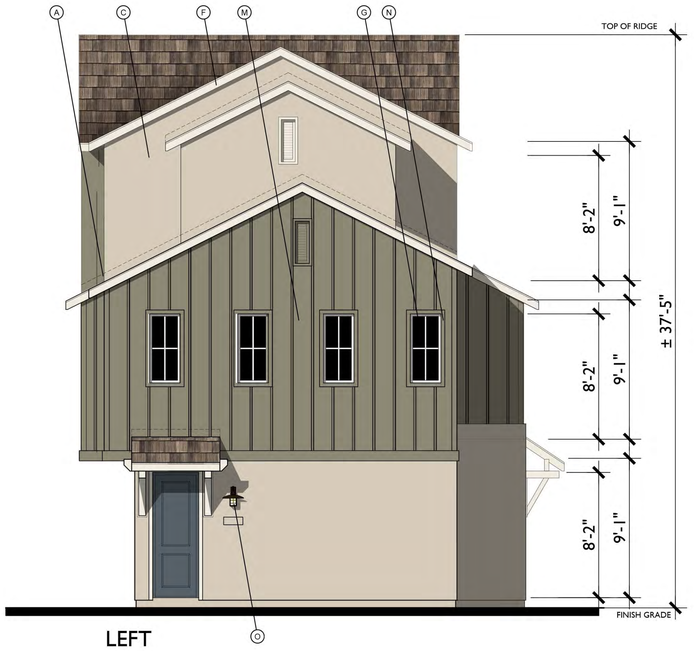
Roseville, California

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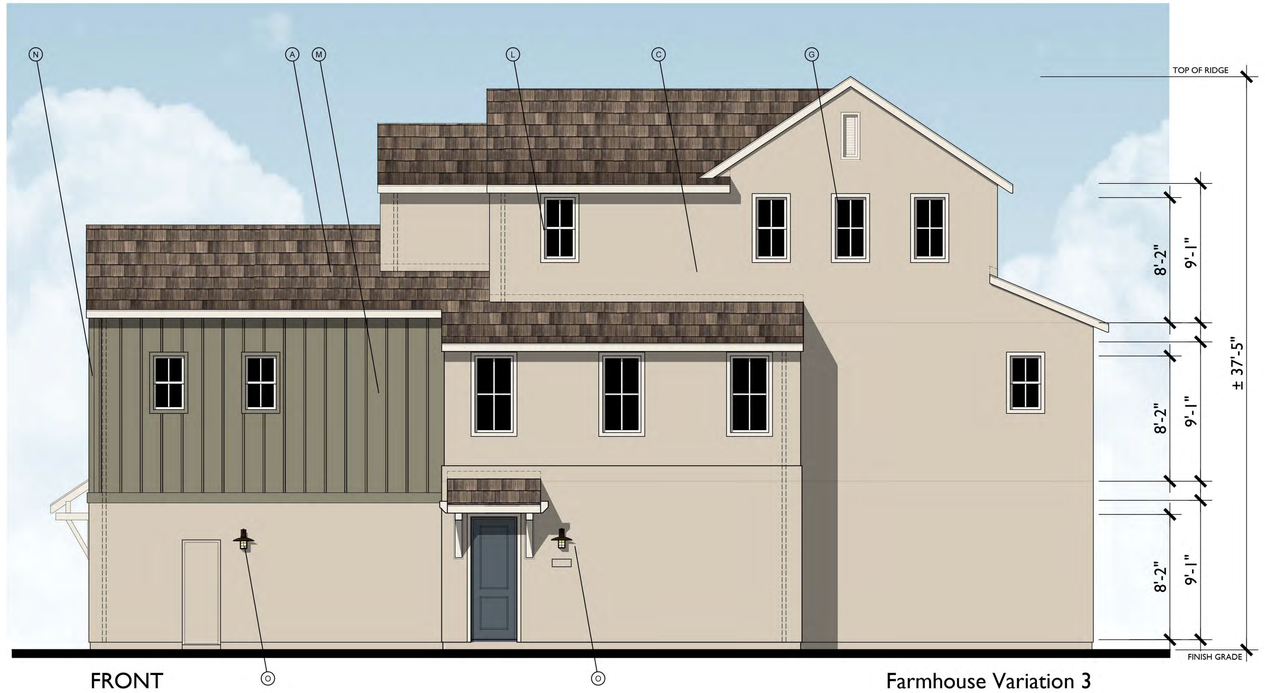
VAN DAELE HOMES



LEFT

MATERIAL LEGEND

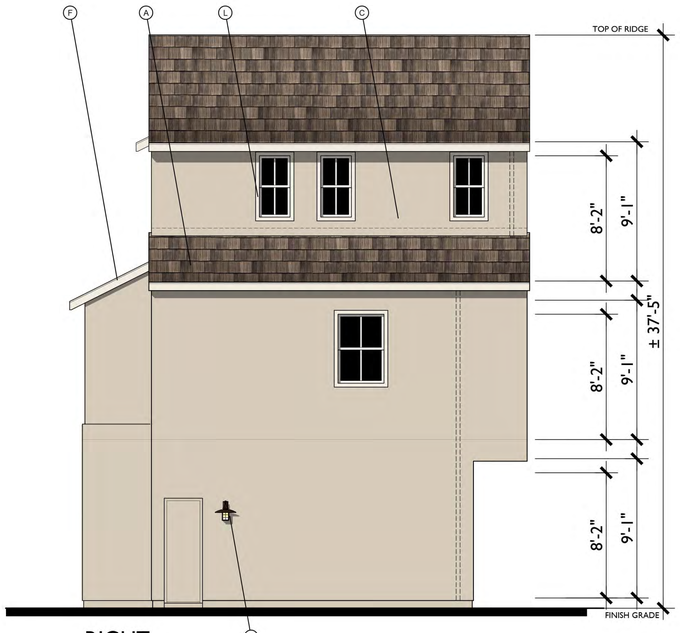
A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



FRONT

Farmhouse Variation 3

1/4"=1'-0"



RIGHT



REAR

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PLAN 1 AND PLAN 2

Farmhouse Variation 3 Elevation

FIDDYMENT F-25, F-26

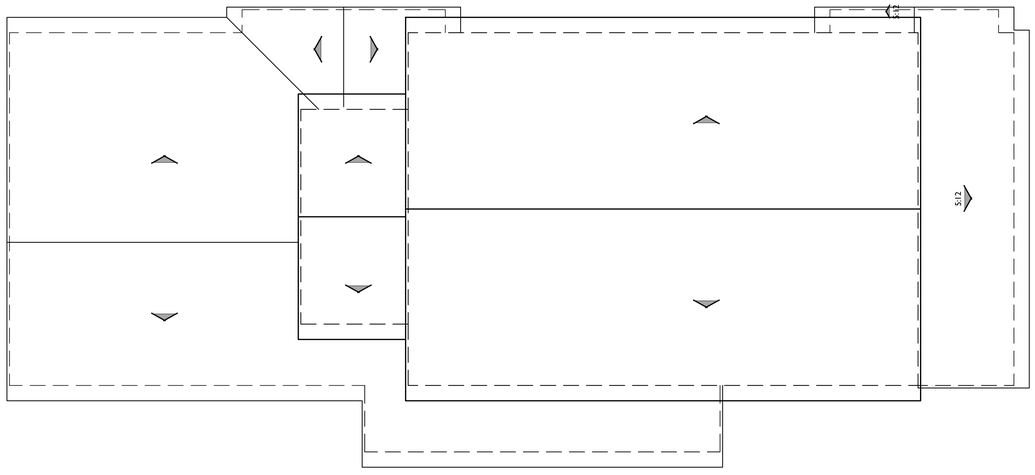
Roseville, California

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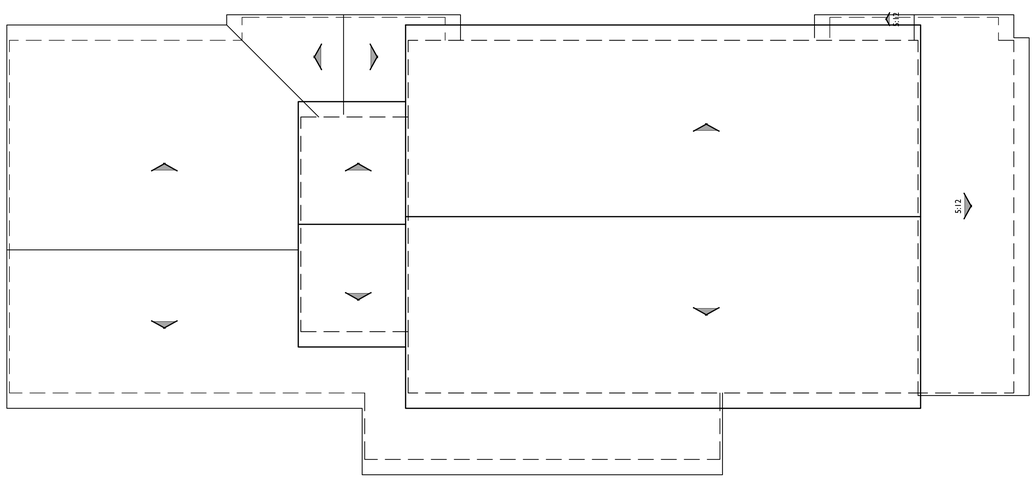
VAN DAELE HOMES



ROOF PLAN — Variation 1

1/8"=1'-0"

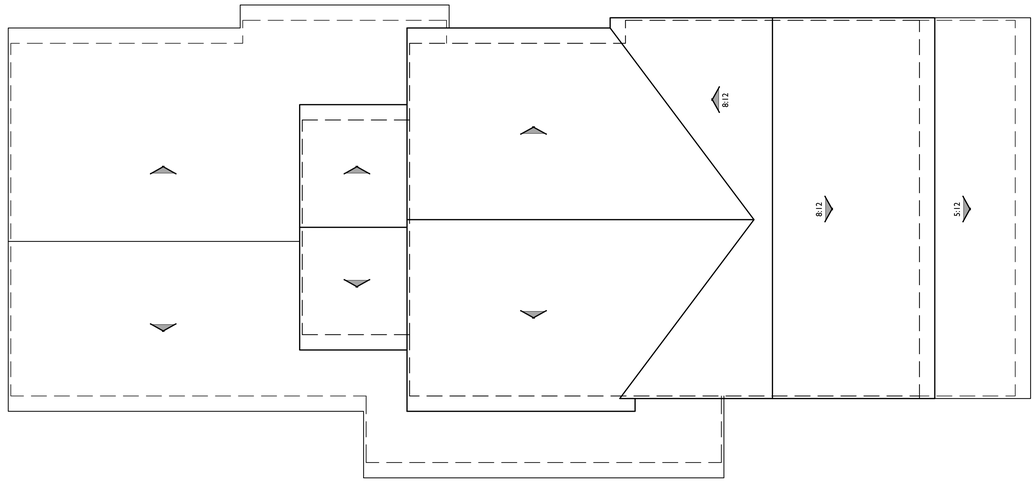
PITCH: 6:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE



ROOF PLAN — Variation 2

1/8"=1'-0"

PITCH: 6:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE



ROOF PLAN — Variation 3

1/8"=1'-0"

PITCH: 6:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 1 AND PLAN 2

Roof Plans

FIDDYMENT F-25, F-26

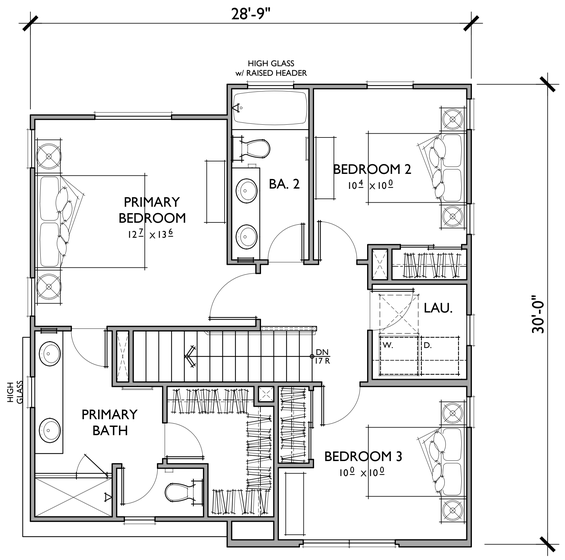
Roseville, California

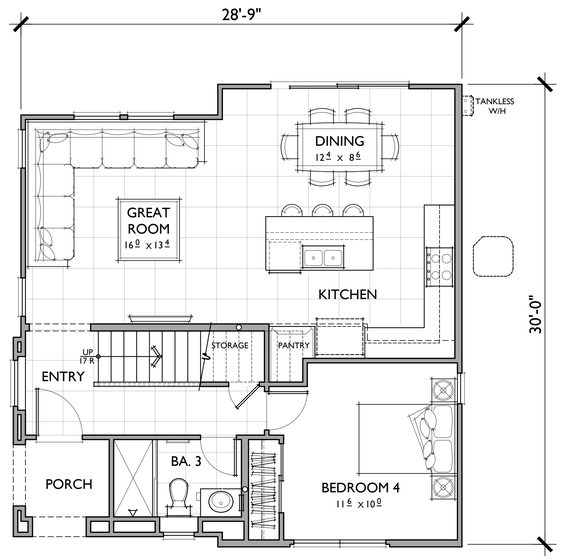
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521.20146

02.10.20

VAN DAELE HOMES





PLAN 3

4 BEDROOMS / 3 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	747 SQ. FT.
2ND FLOOR	740 SQ. FT.
TOTAL LIVING	**1,487 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 3

Reflects Farmhouse Variation I Elevation

FIDDYMENT F-25, F-26

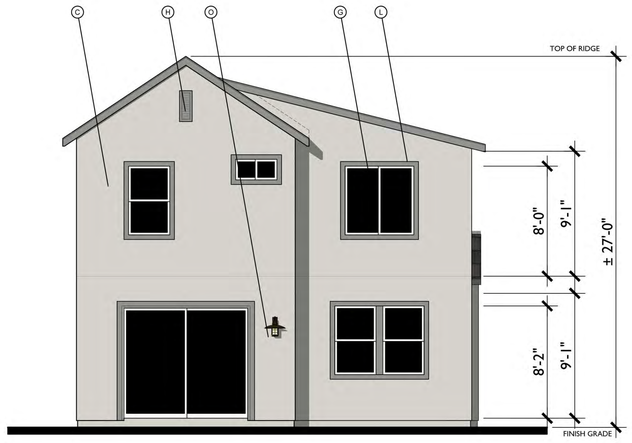
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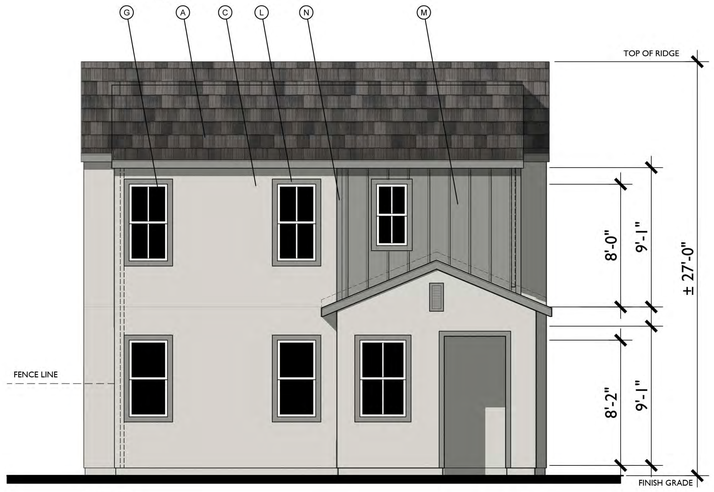
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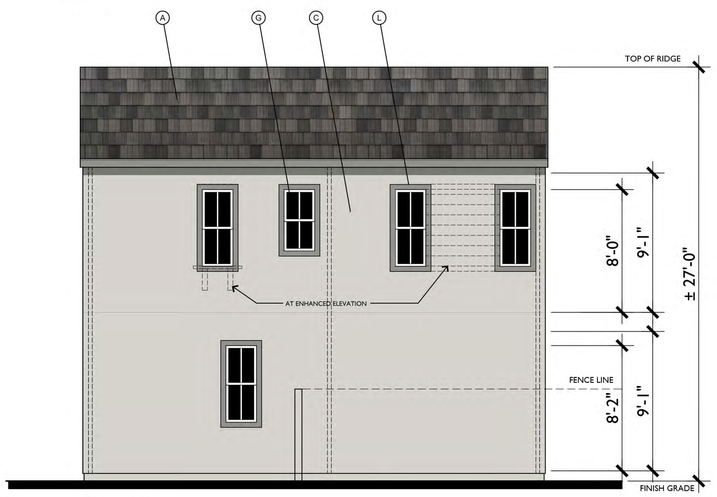
VAN DAELE HOMES



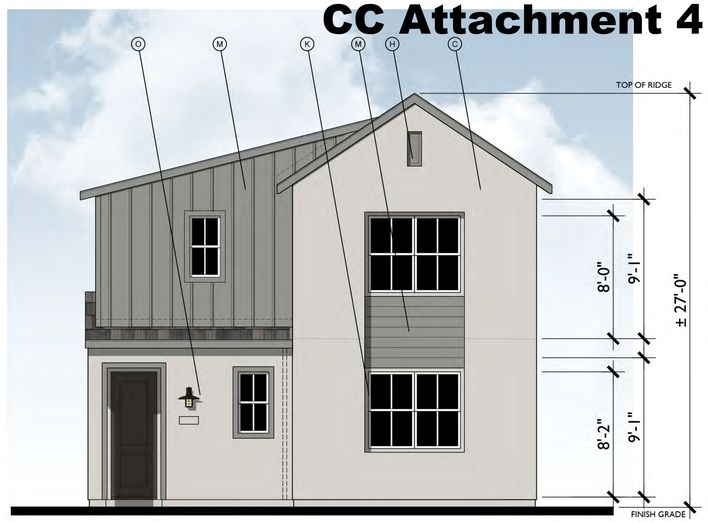
REAR



LEFT



RIGHT

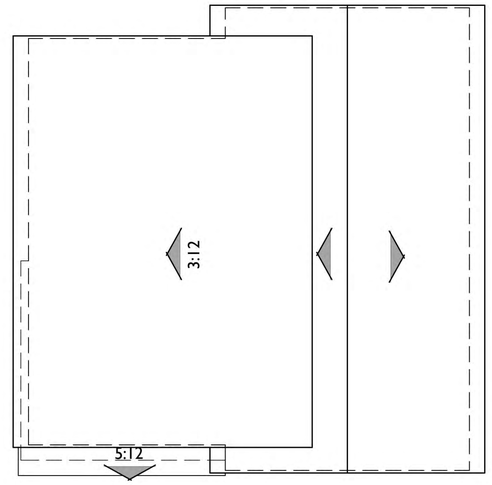


FRONT Farmhouse Variation 1

1/4"=1'-0"

MATERIAL LEGEND

A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



ROOF PLAN Variation 1

1/4"=1'-0"

PITCH: 8:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 3

Farmhouse Variation 1 Elevation

FIDDYMENT F-25, F-26

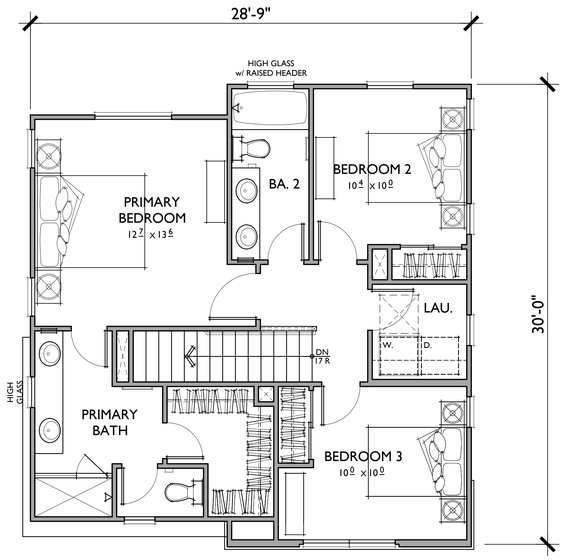
Roseville, California

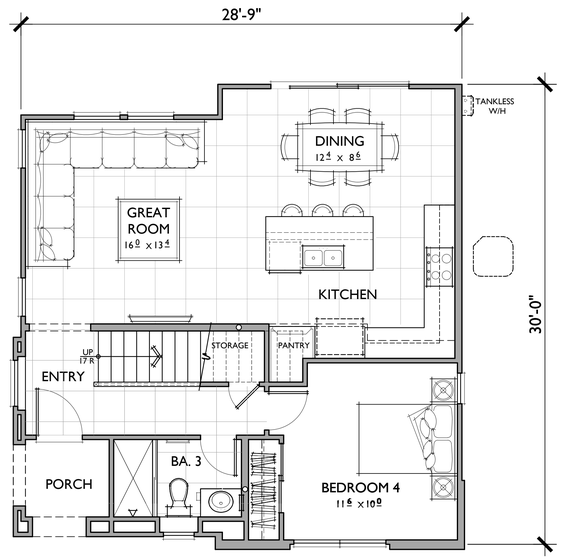
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521.20146

02.10.20

VAN DAELE HOMES





PLAN 3

4 BEDROOMS / 3 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	747 SQ. FT.
2ND FLOOR	740 SQ. FT.
TOTAL LIVING	**1,487 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 3

Reflects Farmhouse Variation 2 Elevation

FIDDYMENT F-25, F-26

Roseville, California

0 2 4 8

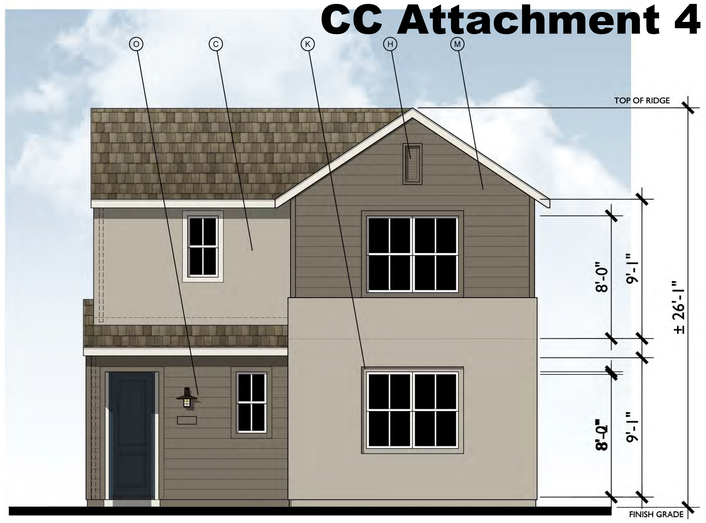
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02.10.20

VAN DAELE HOMES



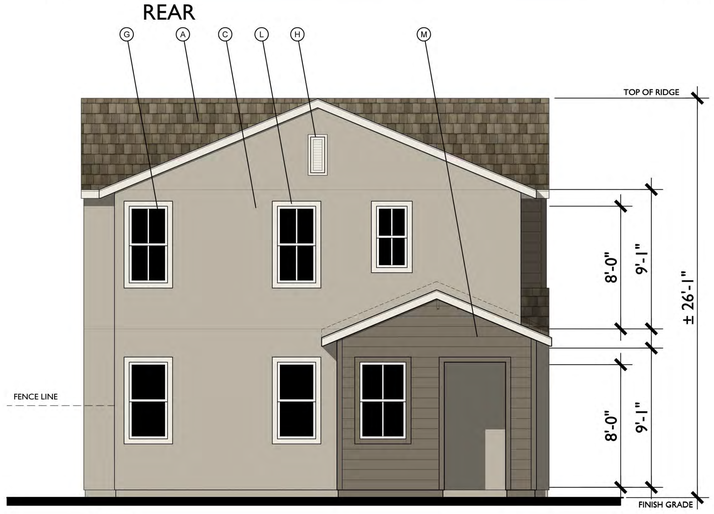
REAR



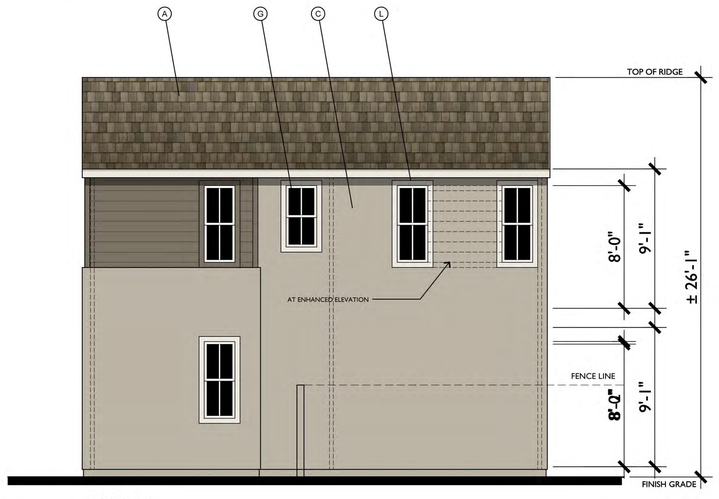
FRONT

Farmhouse Variation 2

1/4"=1'-0"



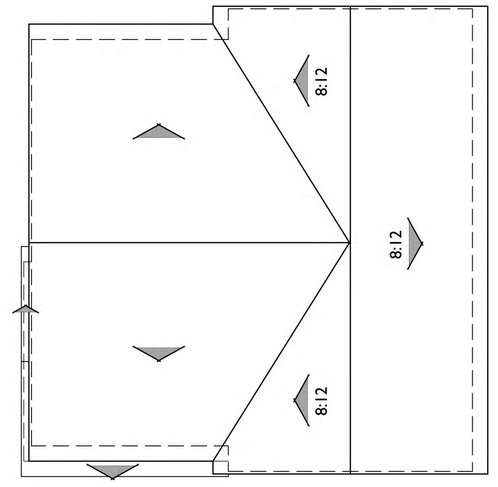
LEFT



RIGHT

MATERIAL LEGEND

A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



ROOF PLAN — Variation 2

1/4"=1'-0"

PITCH: 5:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 3

Farmhouse Variation 2 Elevation

FIDDYMENT F-25, F-26

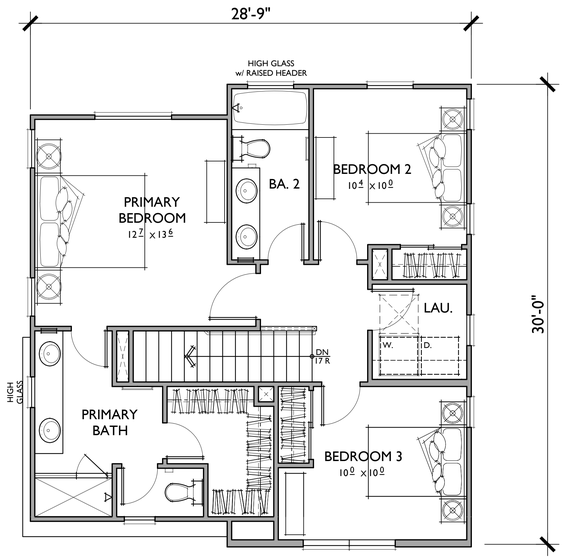
Roseville, California

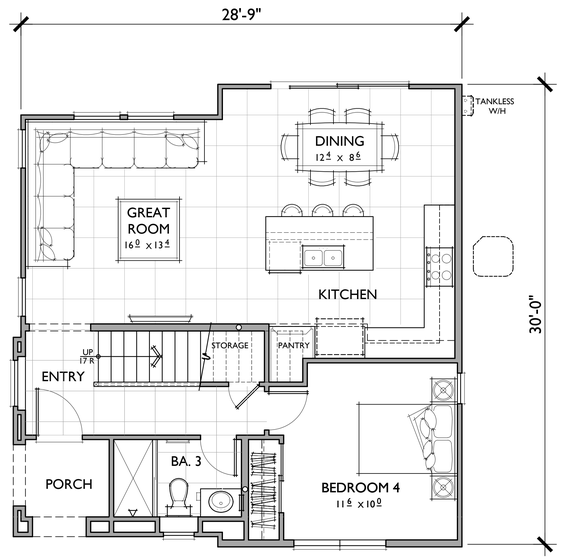
0 2 4 8

521.20146

03.22.20

VAN DAELE HOMES





PLAN 3

4 BEDROOMS / 3 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	747 SQ. FT.
2ND FLOOR	740 SQ. FT.
TOTAL LIVING	**1,487 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 3

Reflects Farmhouse Variation 3 Elevation

FIDDYMENT F-25, F-26

Roseville, California

0 2 4 8

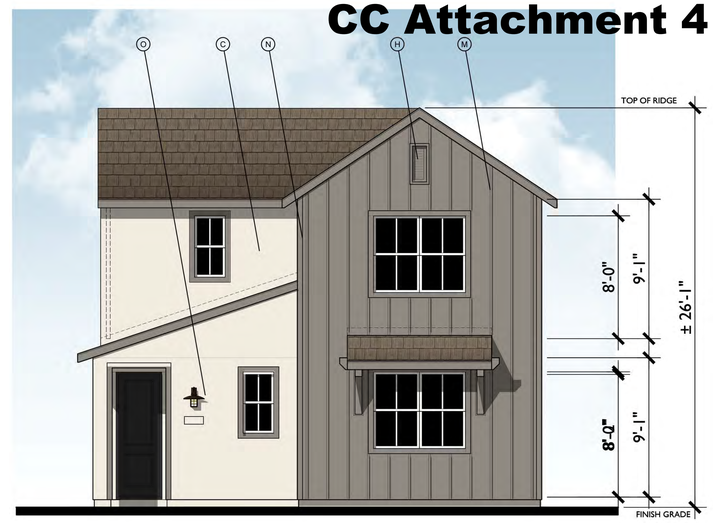
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02.10.20

VAN DAELE HOMES



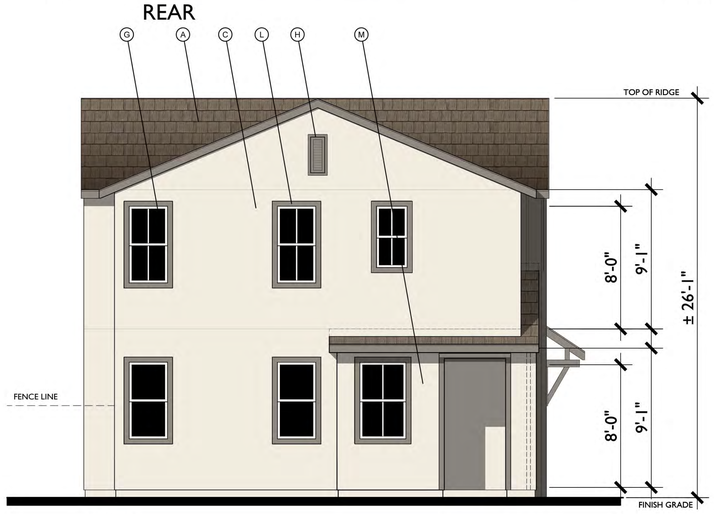
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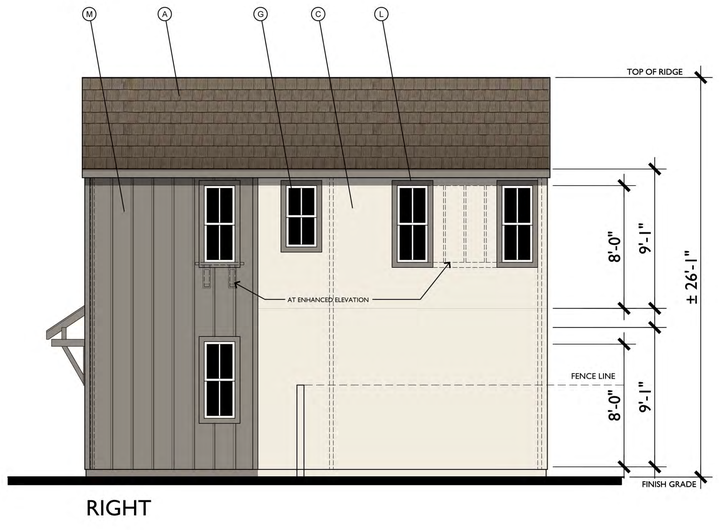
FRONT

Farmhouse Variation 3

1/4"=1'-0"



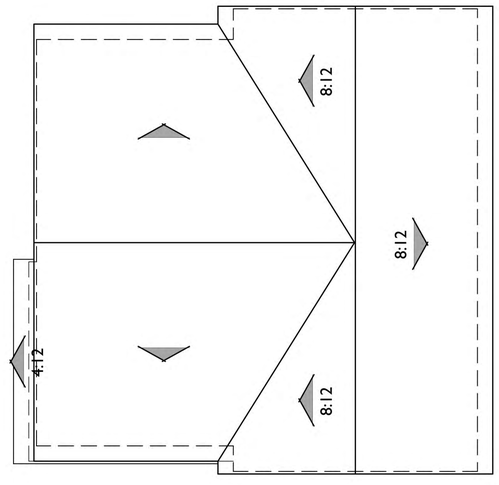
LEFT



RIGHT

MATERIAL LEGEND

A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



ROOF PLAN Variation 3

1/4"=1'-0"

PITCH: 5:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 3

Farmhouse Variation 3 Elevation

FIDDYMENT F-25, F-26

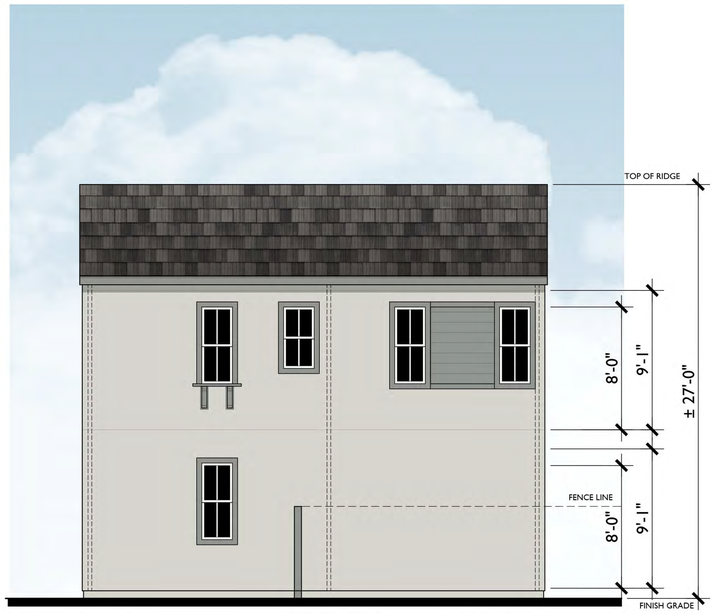
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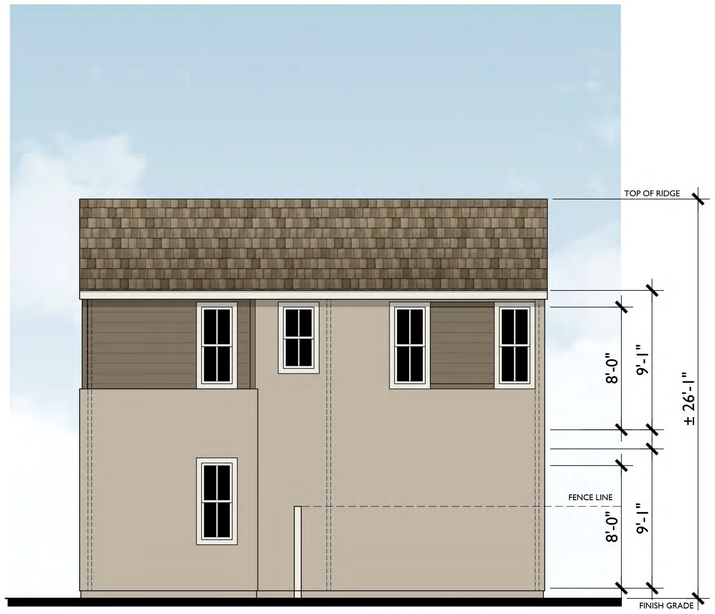
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03.22.20

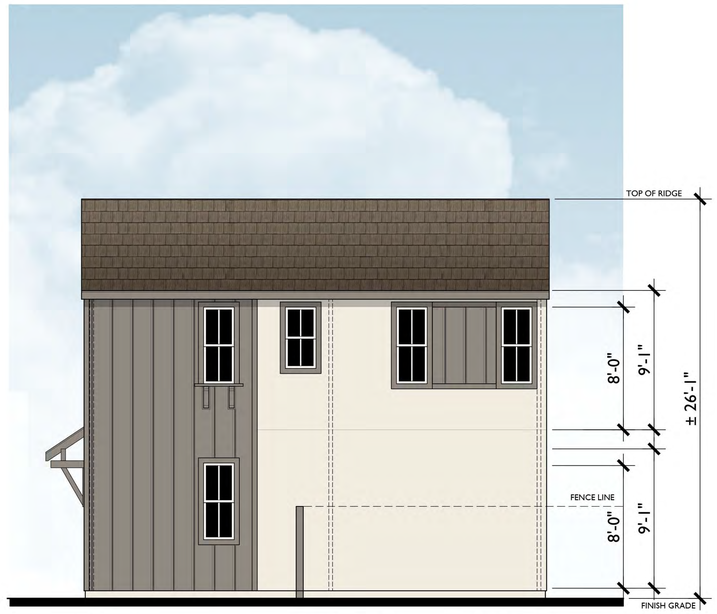
VAN DAELE HOMES



RIGHT Farmhouse Variation 1
ENHANCED ELEVATION



RIGHT Farmhouse Variation 2
ENHANCED ELEVATION



RIGHT Farmhouse Variation 3
ENHANCED ELEVATION

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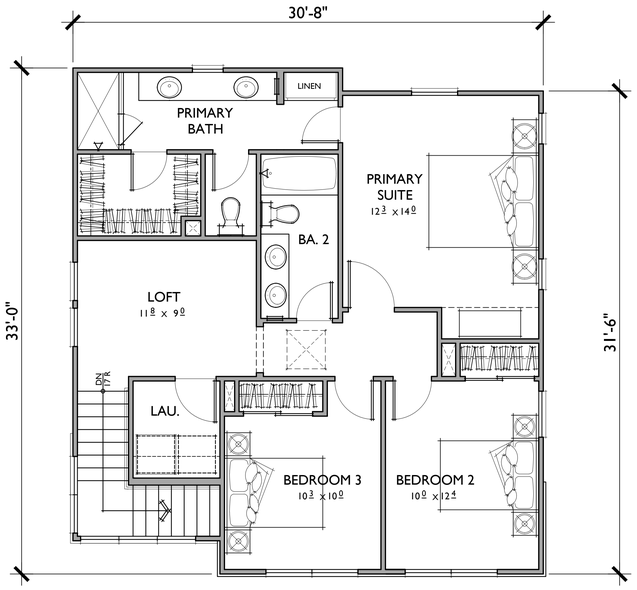
PLAN 3
Enhanced Elevation
FIDDYMENT F-25, F-26
Roseville, California

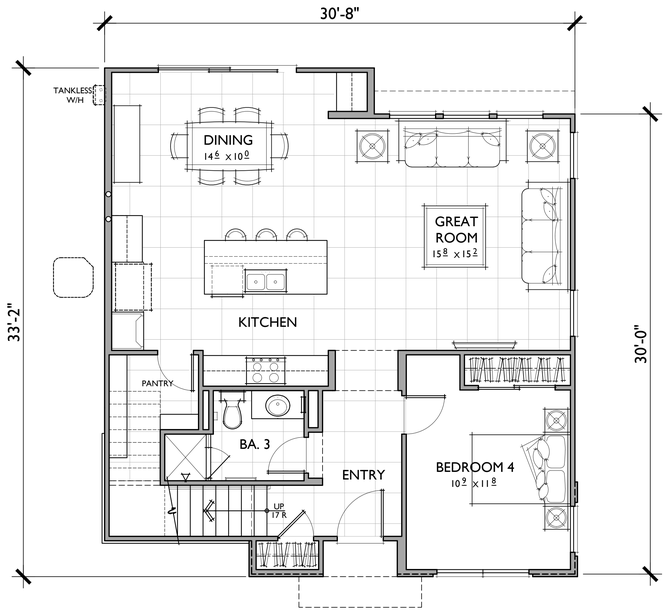
0 2 4 8

521.20146

03.22.20

VAN DAELE HOMES





PLAN 4

3 BEDROOMS / 3 BATHS + DEN + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	899 SQ. FT.
2ND FLOOR	878 SQ. FT.
TOTAL LIVING	**1,777 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 4

Reflects Farmhouse Variation I Elevation

FIDDYMENT F-25, F-26

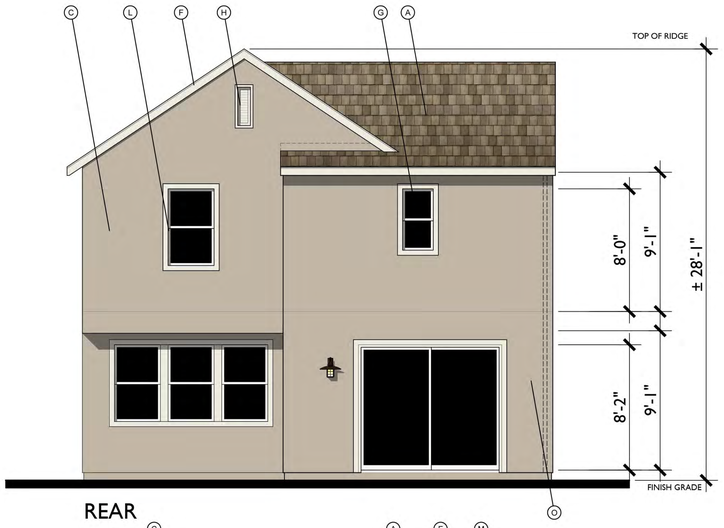
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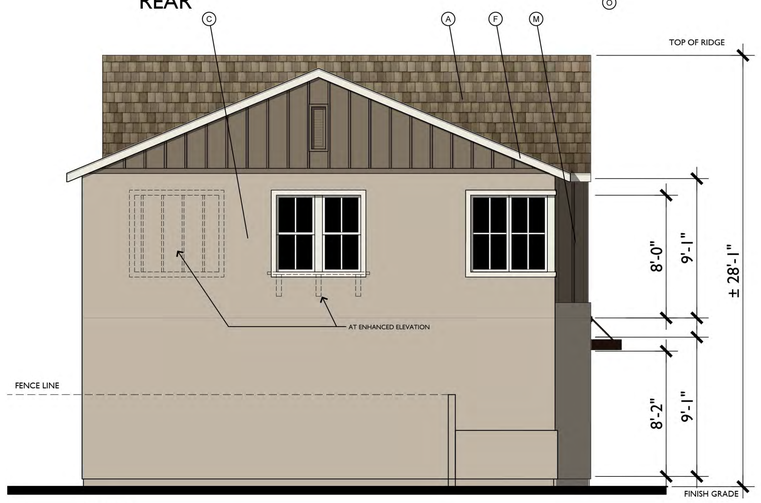
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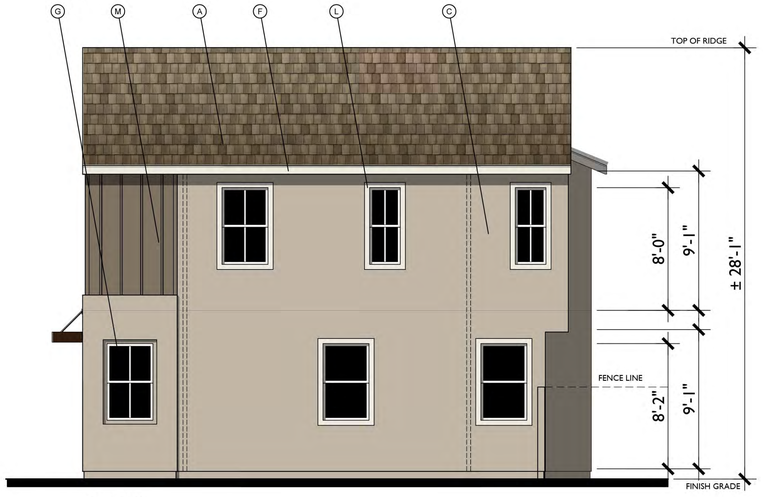
VAN DAELE HOMES



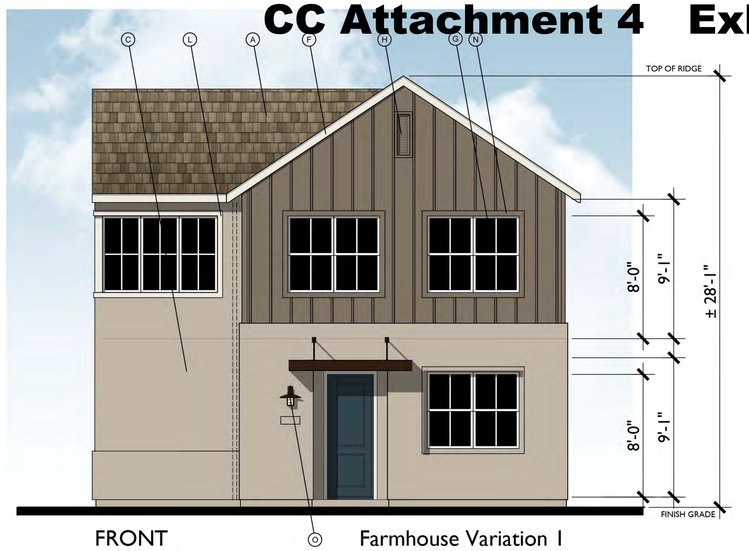
REAR



LEFT



RIGHT



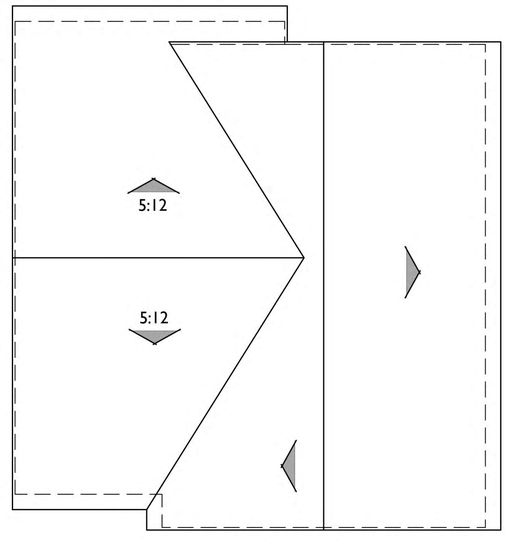
FRONT

Farmhouse Variation 1

1/4"=1'-0"

MATERIAL LEGEND

A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



ROOF PLAN — Variation 1

1/8"=1'-0"

PITCH: 8:12
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 4

Farmhouse Variation I Elevation

FIDDYMENT F-25, F-26

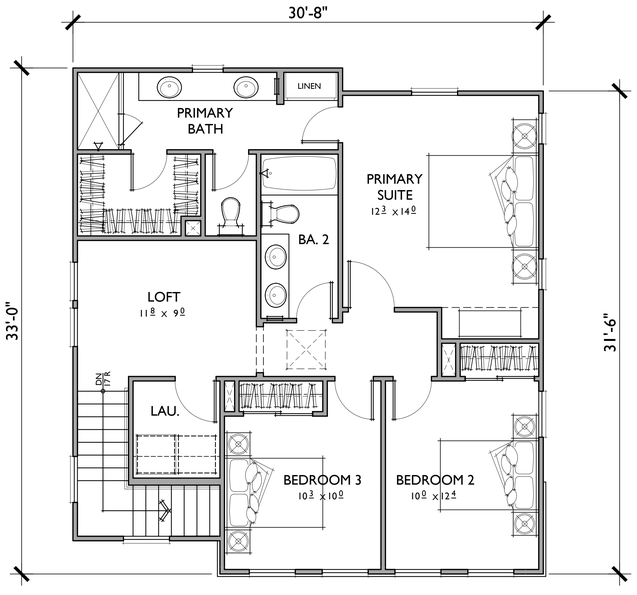
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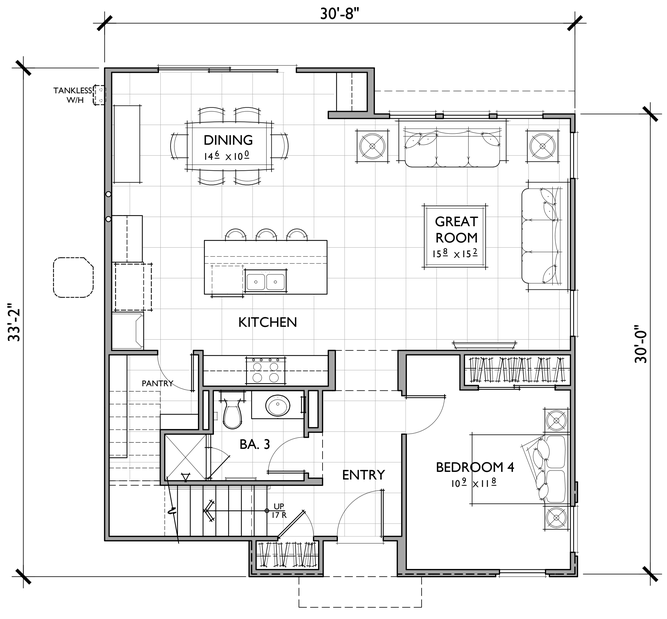
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521.20146

02.10.20

VAN DAELE HOMES





PLAN 4

3 BEDROOMS / 3 BATHS + DEN + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	899 SQ. FT.
2ND FLOOR	878 SQ. FT.
TOTAL LIVING	**1,777 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 4

Reflects Farmhouse Variation 2 Elevation

FIDDYMENT F-25, F-26

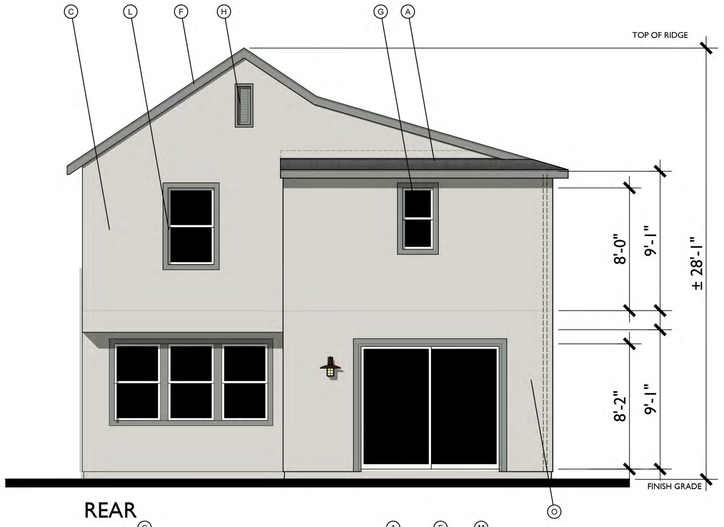
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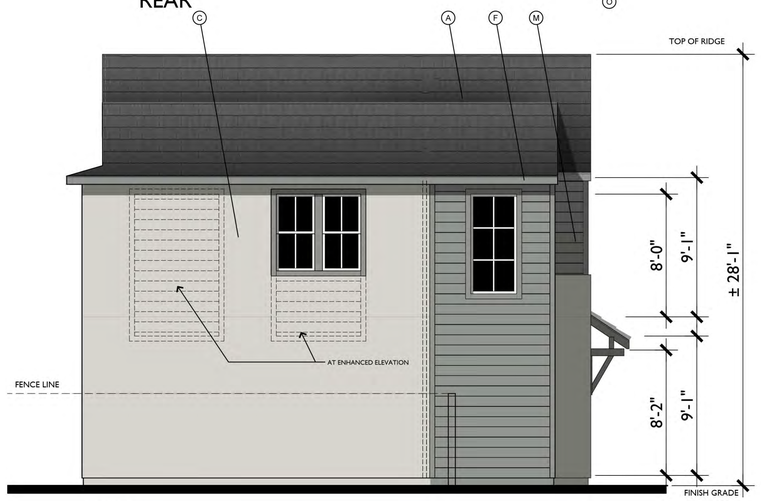
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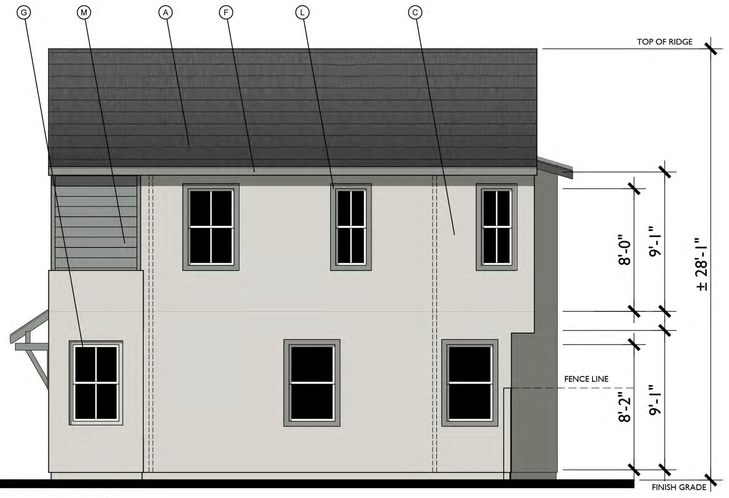
VAN DAELE HOMES



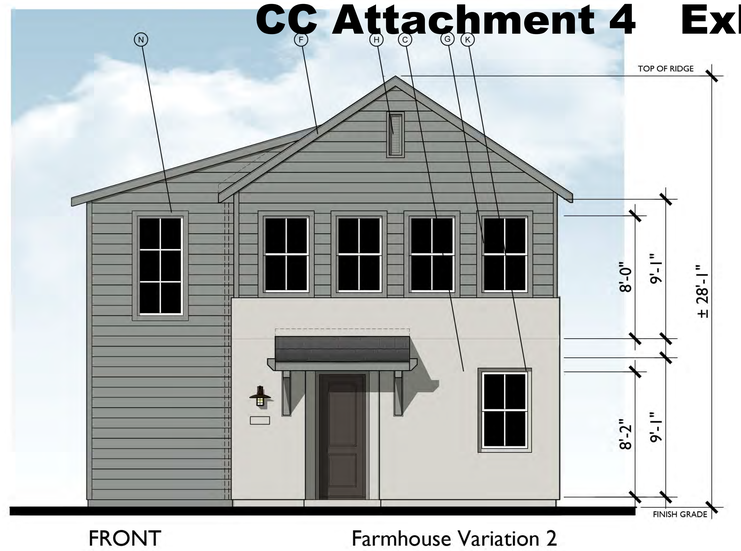
REAR



LEFT



RIGHT



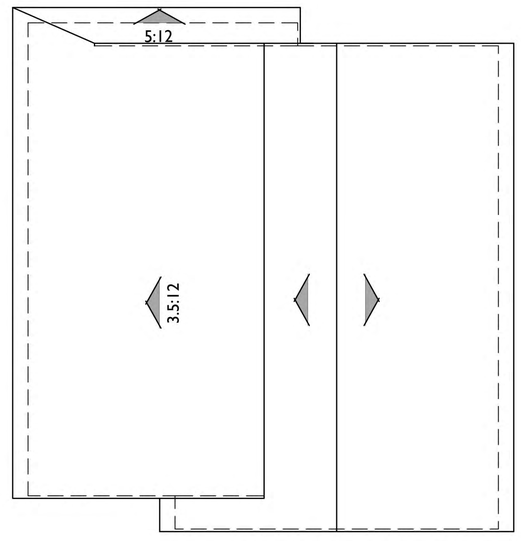
FRONT

Farmhouse Variation 2

1/4"=1'-0"

MATERIAL LEGEND

A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



ROOF PLAN — Variation 2

1/8"=1'-0"

PITCH: 8:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 4

Farmhouse Variation 2 Elevation

FIDDYMENT F-25, F-26

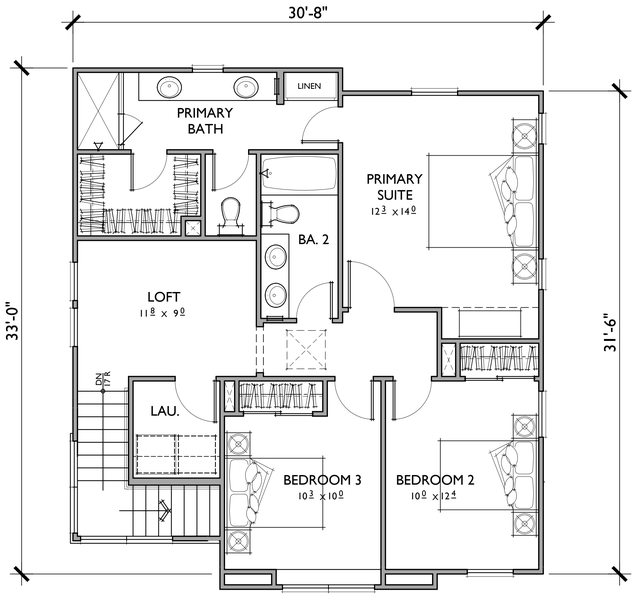
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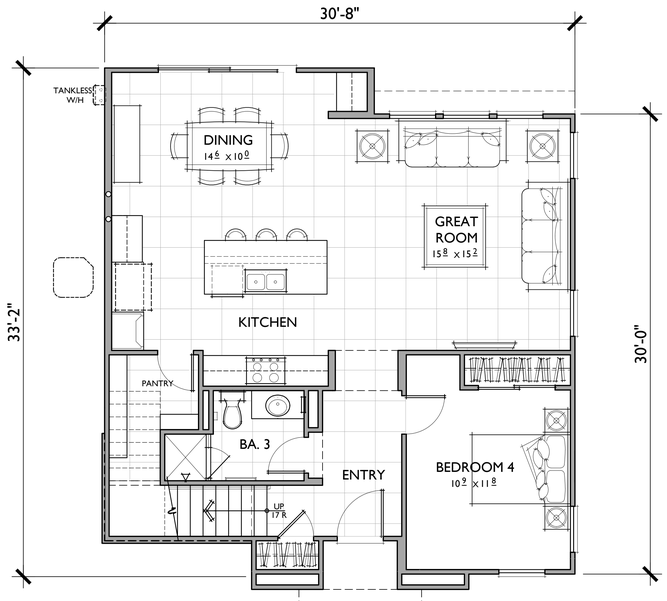
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521.20146

02.10.20

VAN DAELE HOMES





PLAN 4

3 BEDROOMS / 3 BATHS + DEN + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	899 SQ. FT.
2ND FLOOR	878 SQ. FT.
TOTAL LIVING	**1,777 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 4

Reflects Farmhouse Variation 3 Elevation

FIDDYMENT F-25, F-26

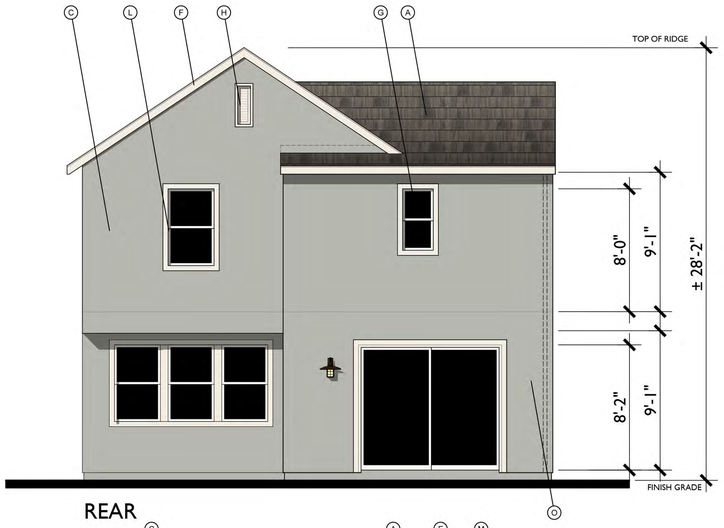
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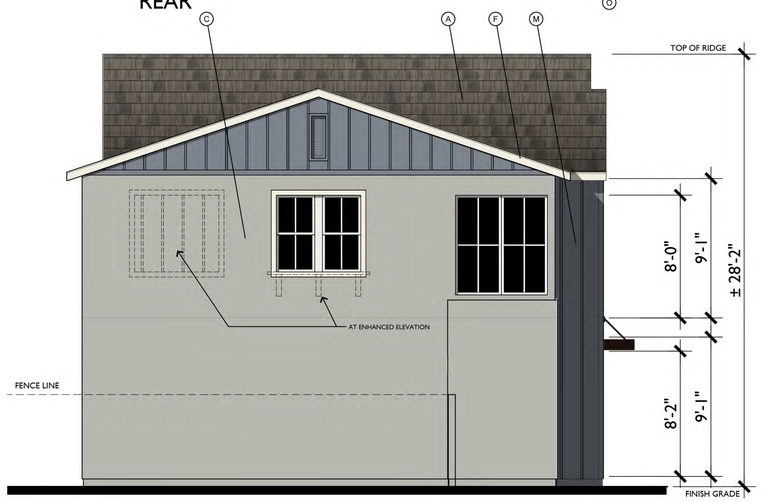
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02.10.20

VAN DAELE HOMES



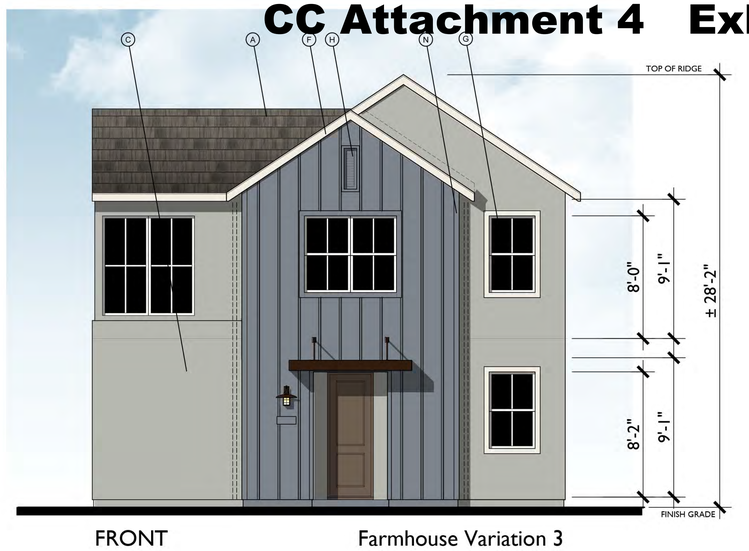
REAR



LEFT



RIGHT



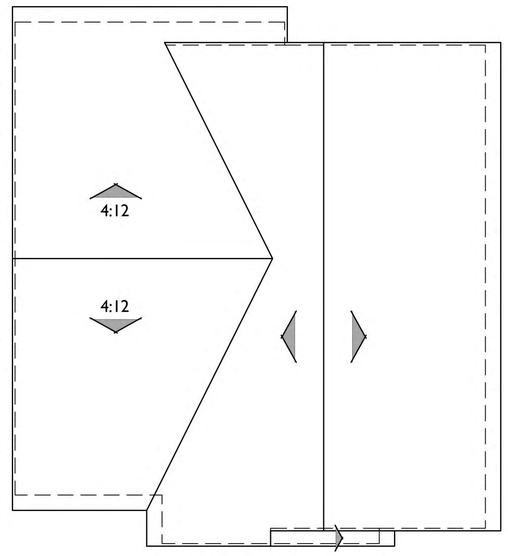
FRONT

Farmhouse Variation 3

1/4"=1'-0"

MATERIAL LEGEND

A. CONCRETE FLAT TILE
B. ROLL UP GARAGE DOOR
C. STUCCO
D. DECORATIVE POTSHELF
E. SIMULATED WOOD, SHAPED FOAM CORBEL
F. WOOD BARGE BOARD
G. VINYL WINDOW
H. GABLE END VENT DETAIL
K. RECESS AROUND WINDOW
L. STUCCO OVER FOAM TRIM
M. HORIZONTAL / VERTICAL CEMENTIOUS SIDING
N. CEMENTIOUS TRIM
O. LIGHT FIXTURE
P. WOOD FASCIA
Q. WOOD RAILING



ROOF PLAN — Variation 3

1/8"=1'-0"

PITCH: 8:12 U.N.O.
RAKE: 2"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

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PLAN 4

Farmhouse Variation 3 Elevation

FIDDYMENT F-25, F-26

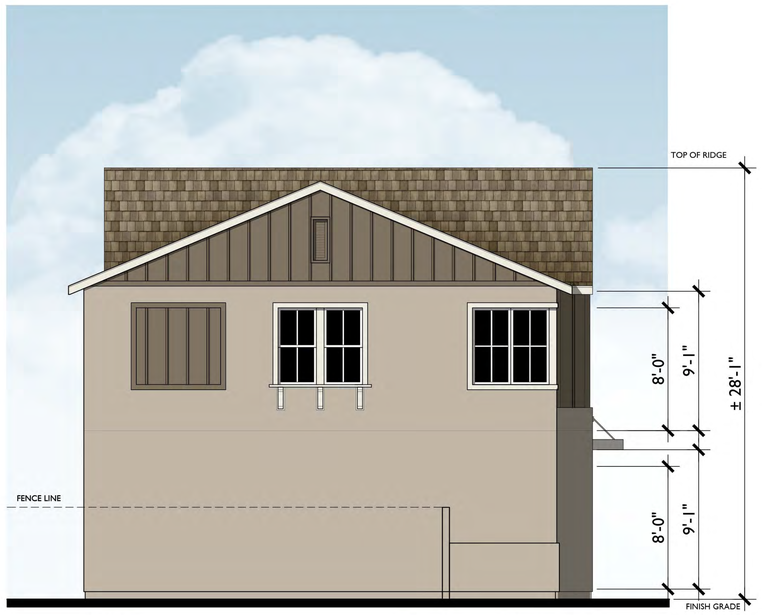
Roseville, California

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521.20146

02.10.20

VAN DAELE HOMES



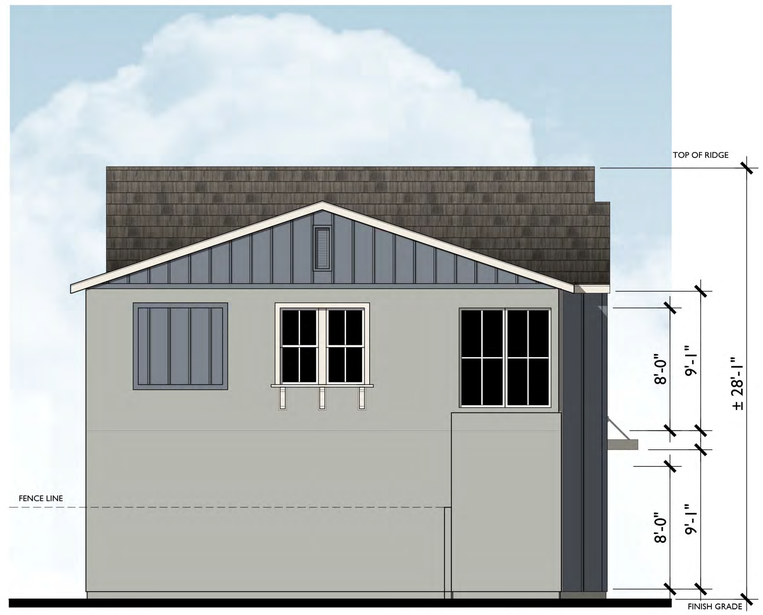
LEFT

Farmhouse Variation 1
ENHANCED ELEVATION



LEFT

Farmhouse Variation 2
ENHANCED ELEVATION



LEFT

Farmhouse Variation 3
ENHANCED ELEVATION

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PLAN 4
Enhanced Elevation

FIDDYMENT F-25, F-26

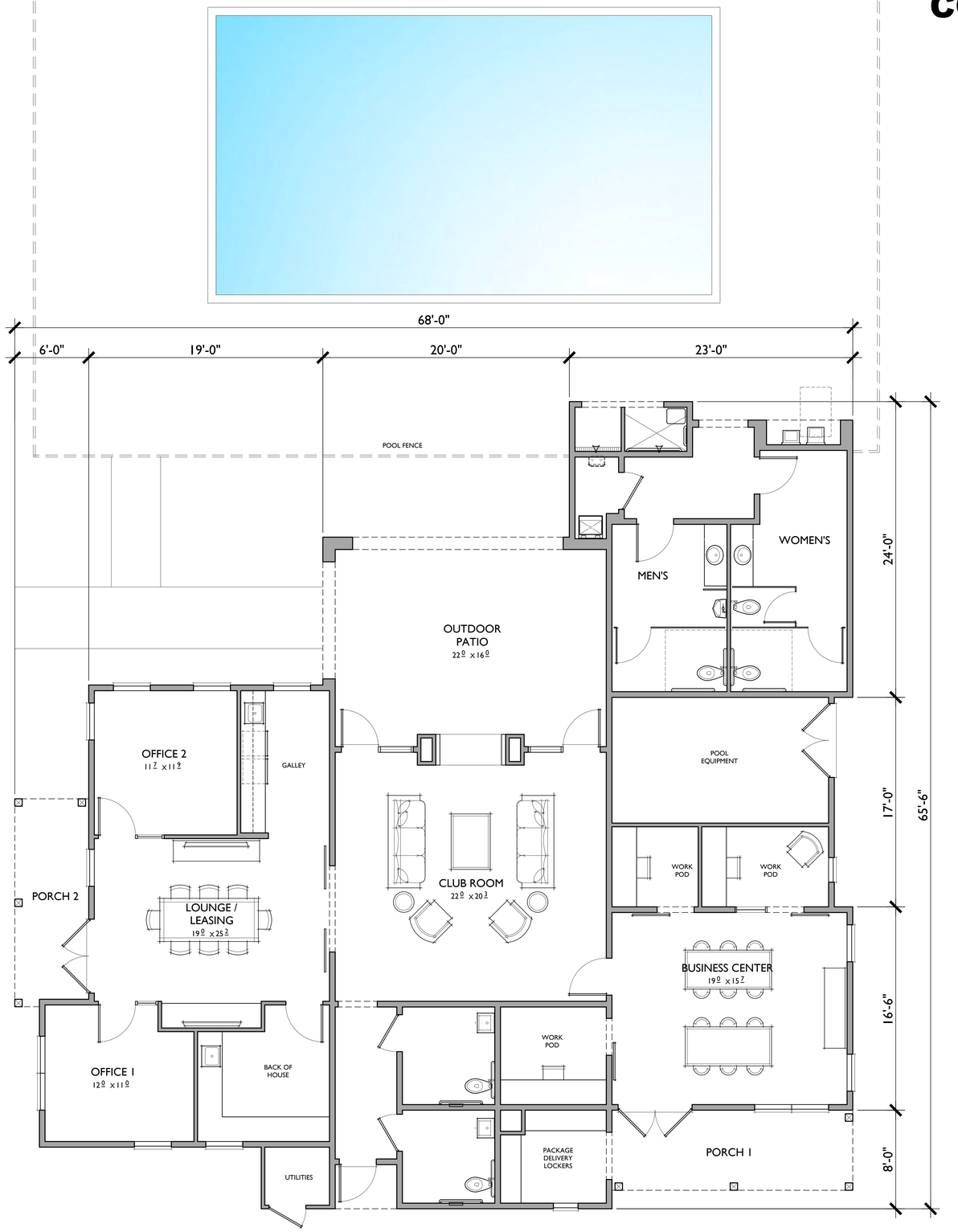
Roseville, California

0 2 4 8

521.20146

03.22.20

VAN DAELE HOMES



CLUBHOUSE / LEASING BUILDING

FLOOR AREA TABLE	
LOUNGE / LEASING w/ OFFICES	783 SQ. FT.
CLUB ROOM	484 SQ. FT.
BUSINESS CENTER	521 SQ. FT.
RESTROOMS	208 SQ. FT.
EAST TOTAL INTERIOR	**1,996 SQ. FT.**
POOL RESTROOM	410 SQ. FT.
OUTDOOR PATIO	374 SQ. FT.
PACKAGE DELIVERY LOCKERS	72 SQ. FT.
PORCH 1	127 SQ. FT.
PORCH 2	98 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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EAST SIDE CLUBHOUSE / LEASING BUILDING

FIDDYMENT F-25, F-26

Roseville, California

0 4 8 16

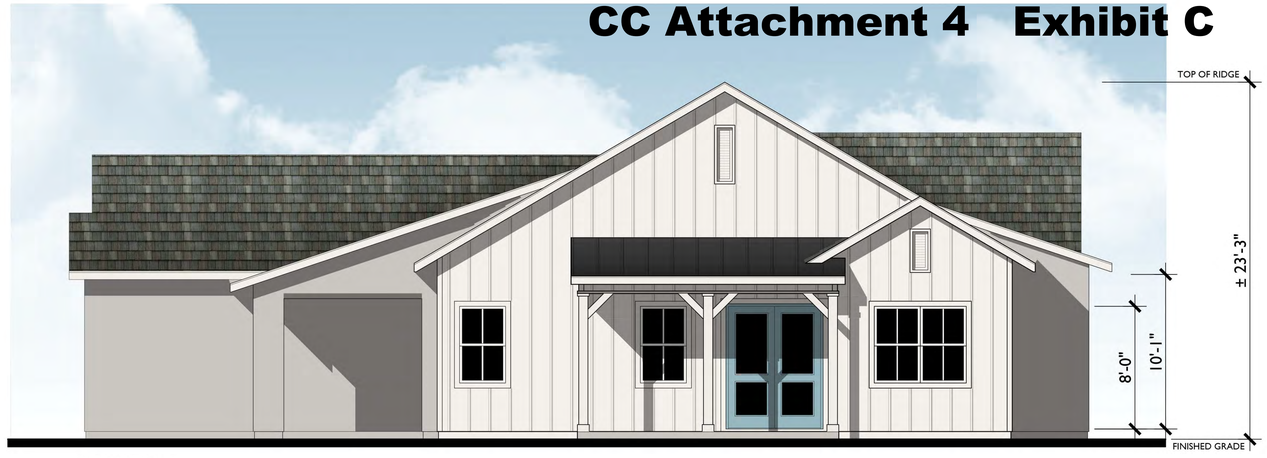
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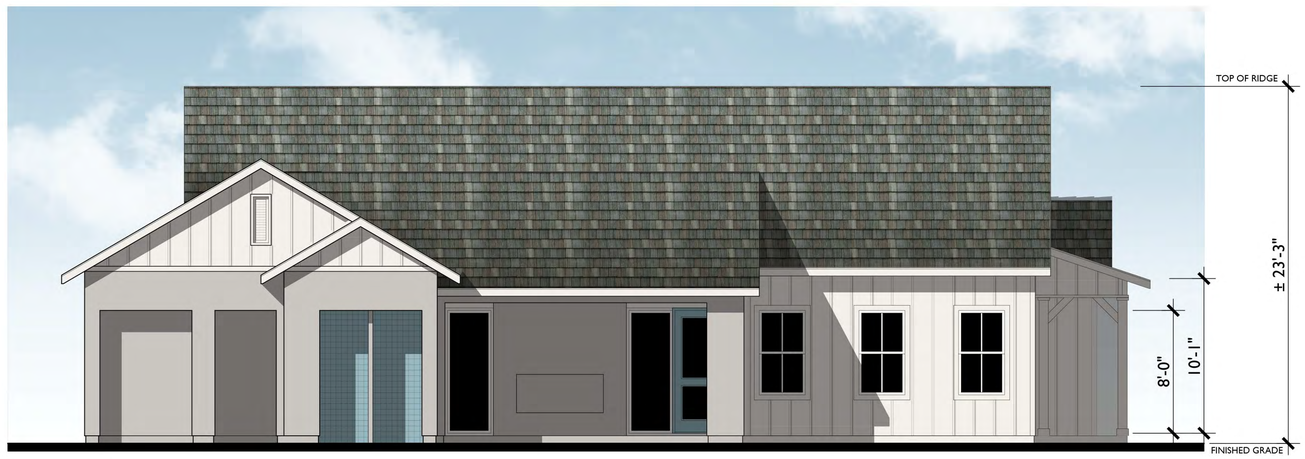
VAN DAELE HOMES



REAR



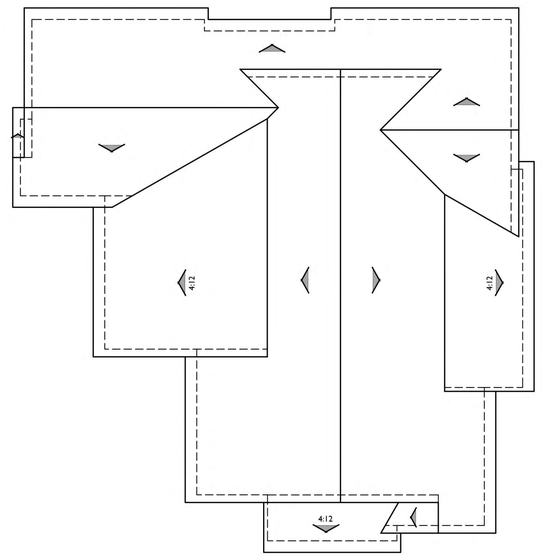
FRONT



LEFT



RIGHT



ROOF PLAN

1/8"=1'-0"

PITCH: 7:12 U.N.O.
RAKE: 12" U.N.O.
EAVE: 18" U.N.O.
ROOF MATERIAL: CONCRETE FLAT TILE

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EAST SIDE CLUBHOUSE / LEASING BUILDING

FIDDYMENT F-25, F-26

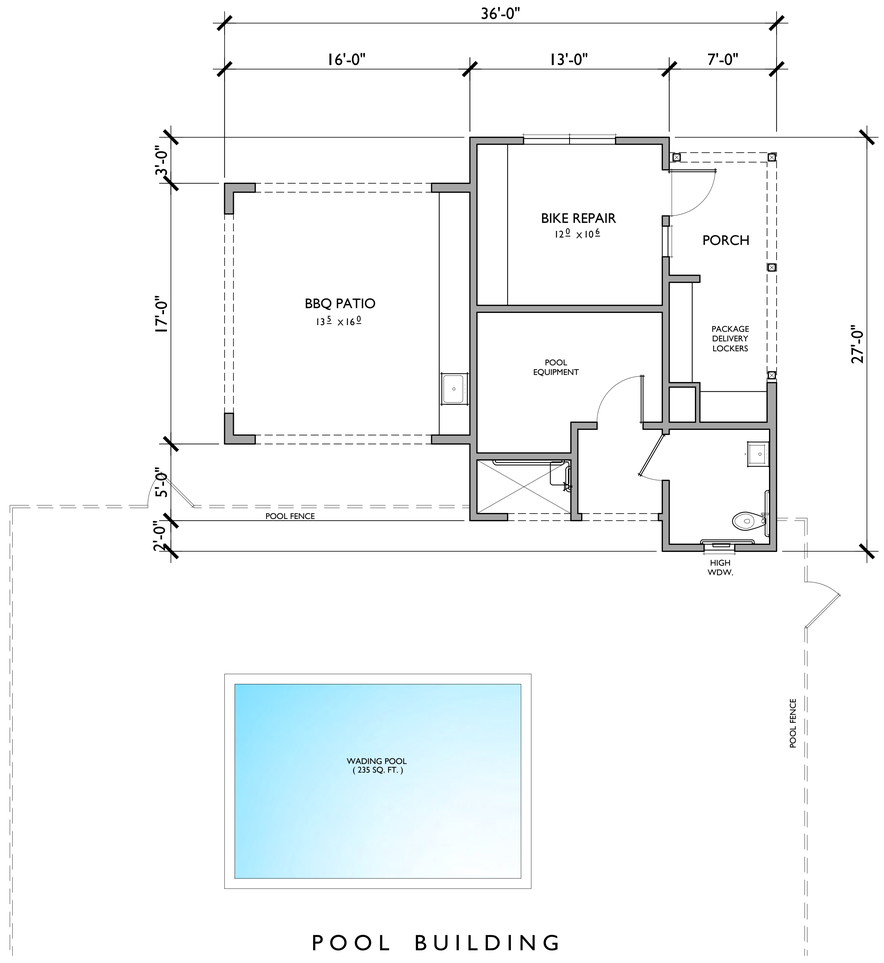
Roseville, California

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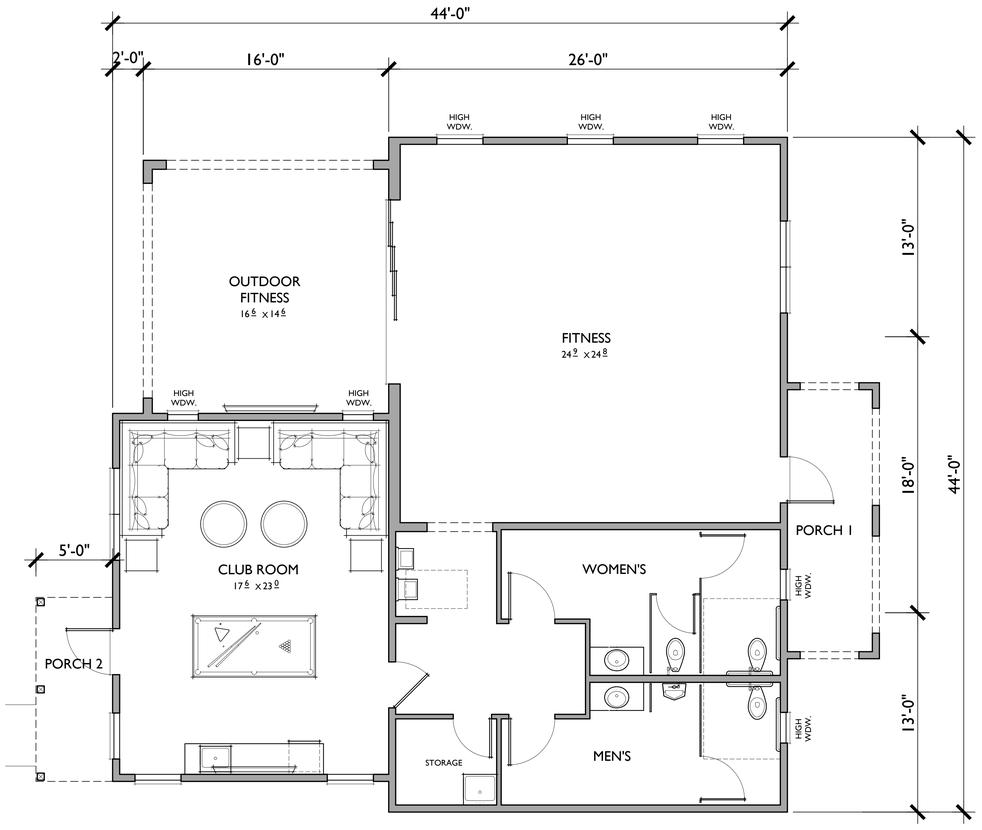
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VAN DAELE HOMES



POOL BUILDING



FITNESS BUILDING

POOL BUILDING

FLOOR AREA TABLE

RESTROOM	63 SQ. FT.
BBQ PATIO	272 SQ. FT.
PORCH / DELIVERY LOCKERS	123 SQ. FT.
POOL EQUIPMENT	110 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

FITNESS / CLUB BUILDING

FLOOR AREA TABLE

CLUB ROOM	432 SQ. FT.
FITNESS CENTER	653 SQ. FT.
RESTROOMS	324 SQ. FT.
HALL / STORAGE	167 SQ. FT.
TOTAL	**1,576 SQ. FT.**
PORCH 1	108 SQ. FT.
PORCH 2	60 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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WEST SIDE FITNESS AND POOL BUILDING

FIDDYMENT F-25, F-26

Roseville, California

0 4 8 16

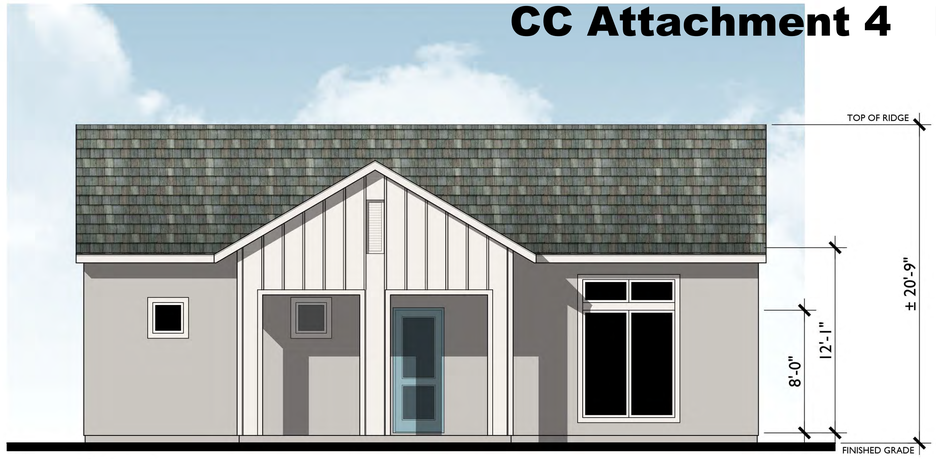
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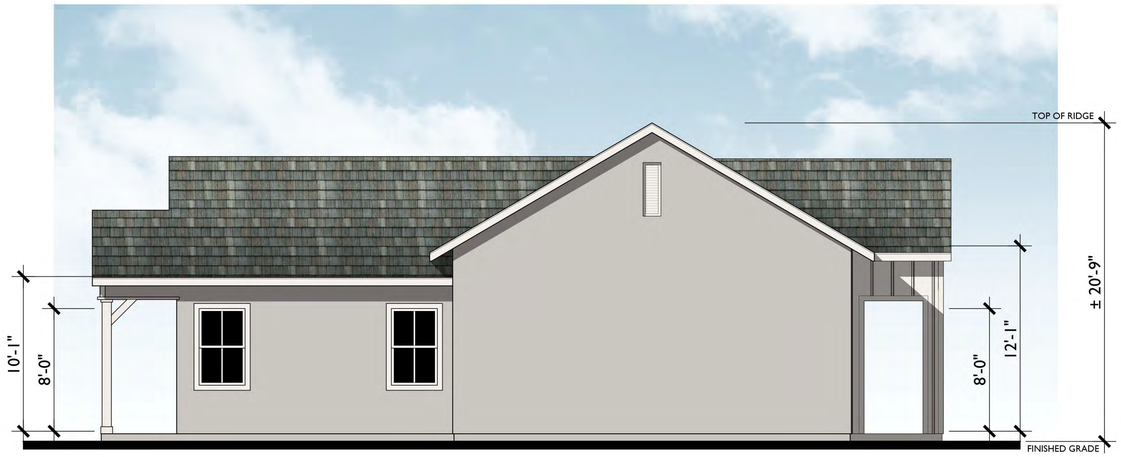
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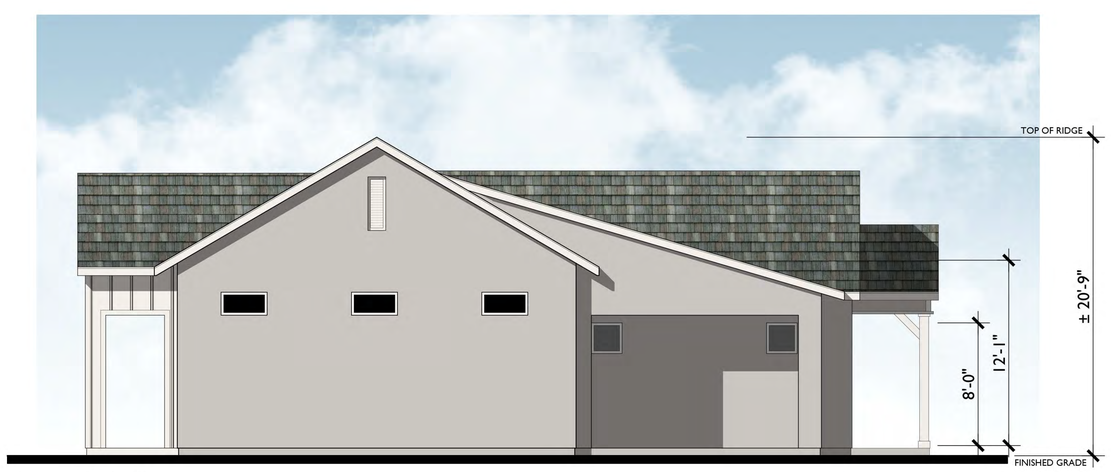
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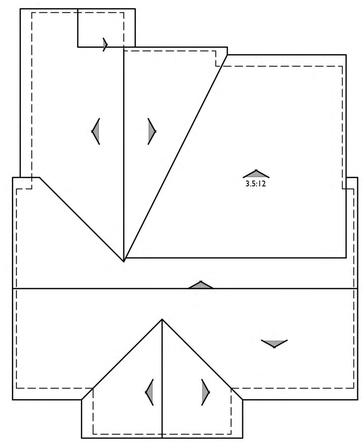
FRONT



LEFT



RIGHT



ROOF PLAN

1/8"=1'-0"

PITCH: 7:12 U.N.O.
RAKE: 6" U.N.O.
EAVE: 18" U.N.O.
ROOF MATERIAL: CONCRETE FLAT TILE

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WEST SIDE FITNESS BUILDING

Fitness Room Elevations

FIDDYMENT F-25, F-26

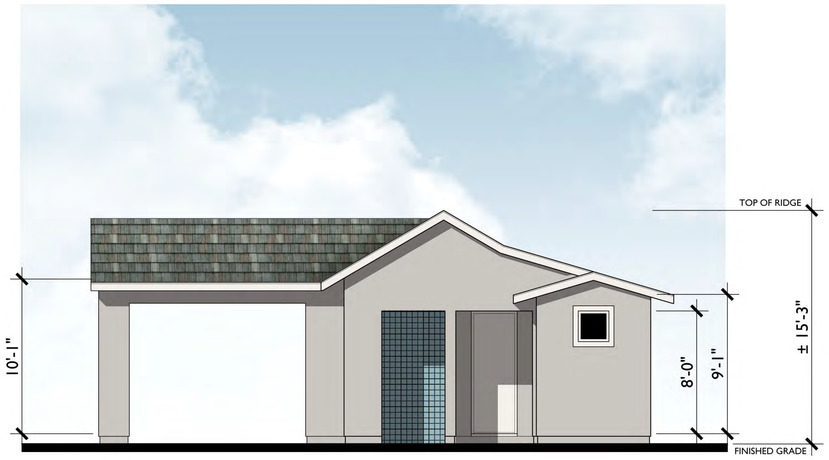
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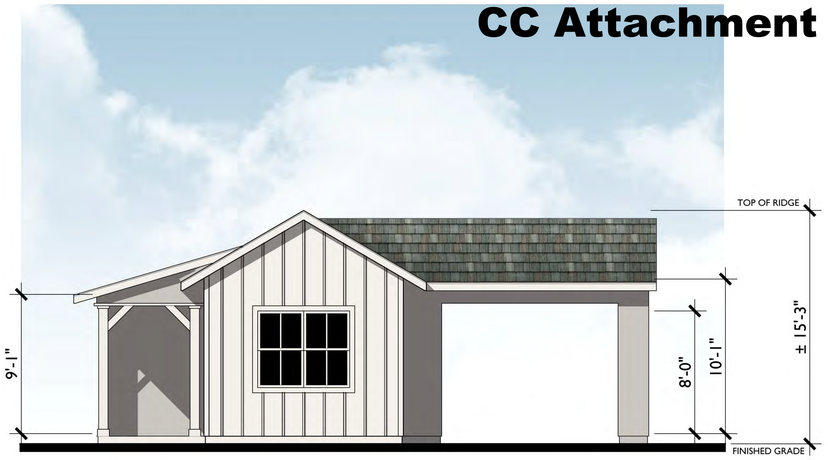
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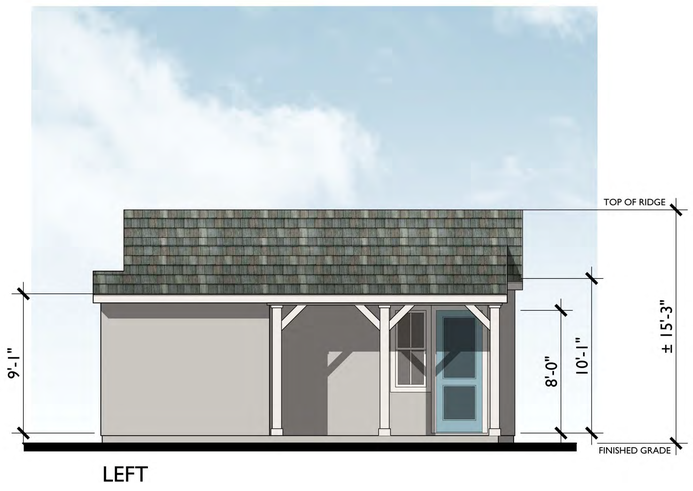
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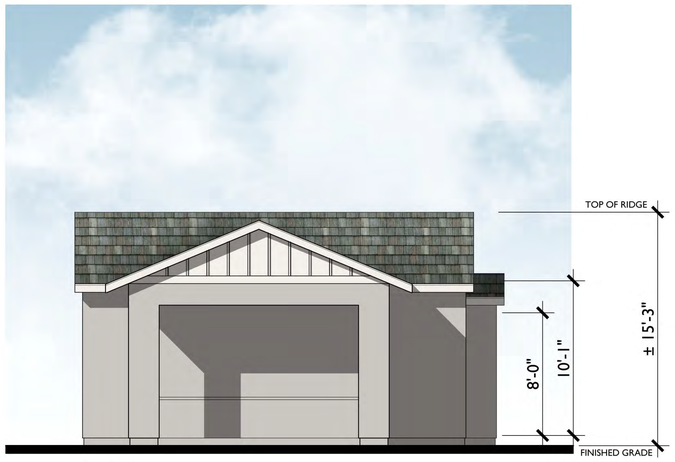
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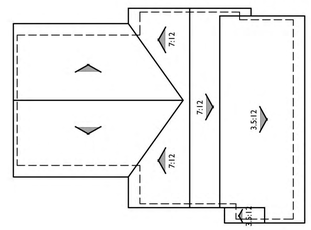
FRONT



LEFT



RIGHT



ROOF PLAN

1/8"=1'-0"

PITCH: 5:12 U.N.O.
RAKE: 6" U.N.O.
EAVE: 18" U.N.O.
ROOF MATERIAL: CONCRETE FLAT TILE

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WEST SIDE POOL BUILDING

BBQ Patio & Pool Bath Elevations

FIDDYMENT F-25, F-26

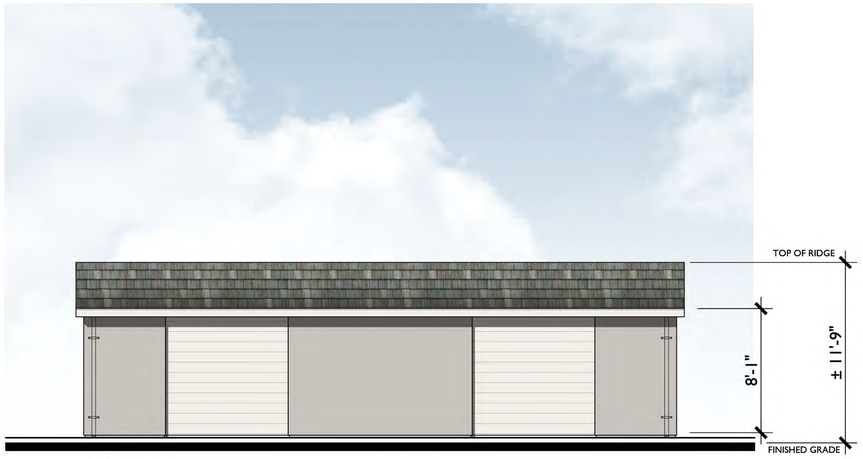
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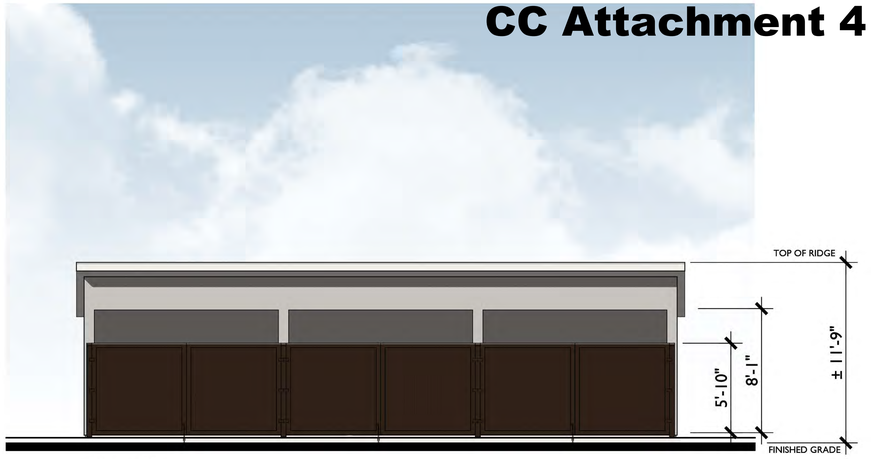
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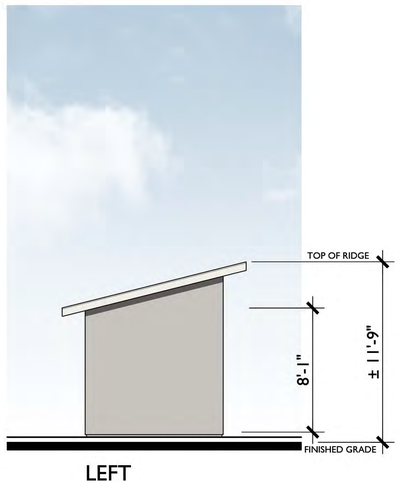
VAN DAELE HOMES



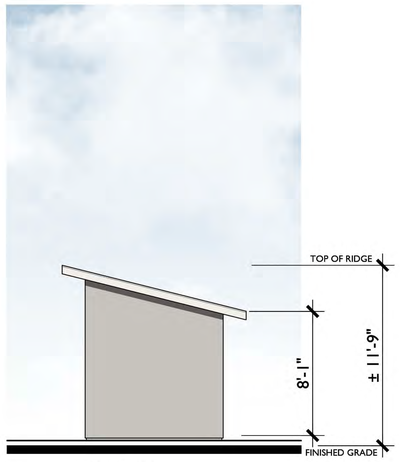
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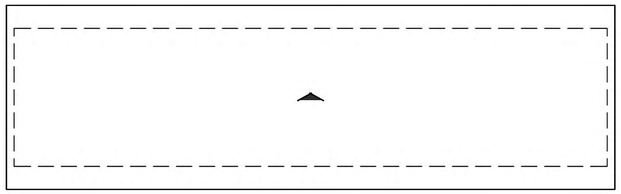
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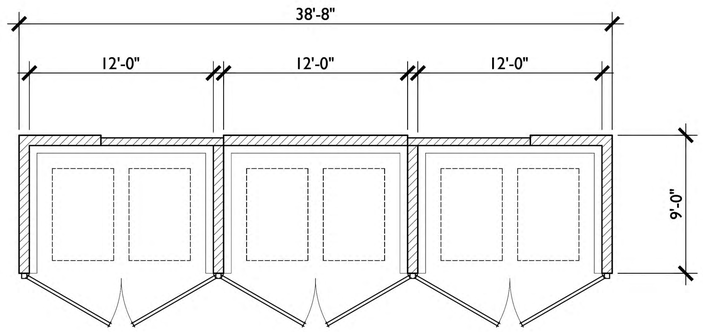
RIGHT



ROOF PLAN

1/4"=1'-0"

PITCH: 3:12
RAKE: 6"
EAVE: 18"
ROOF MATERIAL: CONCRETE FLAT TILE



FLOOR PLAN

1/4"=1'-0"

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TRASH ENCLOSURE

FIDDYMENT F-25, F-26

Roseville, California

0 2 4 8

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02.17.21

VAN DAELE HOMES

FIDDYMENT F-25, F26

ROSEVILLE, CALIFORNIA

DIGITAL COLOR BOARDS

DECEMBER 4, 2020

VAN DAELE HOMES

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CC Attachment 5 Exhibit D

VAN DAELE HOMES

FIDDYMENT F-25, F-26

ROSEVILLE, CALIFORNIA

JOB# 521-20146

COLOR SELECTION CHART

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ROOF: BORAL

DECEMBER 4, 2020

GUTTERS & DOWNSPOUT: CUSTOM BILT METALS

PAINT: SHERWIN WILLIAMS

METAL AWNINGS & WROUGHT IRON: SW 7020 BLACK FOX

WINDOW FRAME: WHITE

	SCHEMES 1-6 ARE FOR ALL MODERN FARMHOUSE ELEVATIONS					
SCHEME	**1**	**2**	**3**	**4**	**5**	**6**
FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR	SW 7018 DOVETAIL	SW 7757 HIGH REFLECTIVE WHITE	SW 7551 GREEK VILLA	SW 7008 ALABASTER	SW 9163 TIN LIZZIE	SW 7566 WESTHIGHLAND WHITE
FRONT ENTRY DOOR	SW 6990 CAVIAR	SW 9140 BLUSTERY SKY	SW 6251 OUTERSPACE	SW 7605 GALE FORCE	SW 7020 BLACK FOX	SW 7515 HOMESTEAD BROWN
BASE STUCCO	SW 7551 GREEK VILLA	SW 7648 BILL CHILL	SW 7542 NATUREL	SW 7051 ANALYTICAL GRAY	SW 6197 ALOOF GRAY	SW 7658 GRAY CLOUDS
SIDING	SW 7018 DOVETAIL	SW 7757 HIGH REFLECTIVE WHITE	SW 9126 HONED SOAPSTONE	SW 7032 WARM STONE	SW 9163 TIN LIZZIE	SW 6256 SERIOUS GRAY
FLAT ROOF	1FBCF3152 DOVE BROWN II	1FBCF5225 SHADOW GREY	1FBCJ3184 RUSTIC BROWN BLEND	1FBCF1132 CHARCOAL BROWN BLEND	1FBCF1430 CHARCOAL BLEND	1FBCF5139 DARK ASH
GUTTERS & DOWNSPOUT CUSTOM BILT METALS	PAINT TO MATCH ADJACENT	PAINT TO MATCH ADJACENT	PAINT TO MATCH ADJACENT	PAINT TO MATCH ADJACENT	PAINT TO MATCH ADJACENT	PAINT TO MATCH ADJACENT

CC Attachment 5 Exhibit D

SCHEME 1 - FARMHOUSE



FLAT ROOF

BASE STUCCO

FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR

FRONT ENTRY DOORS

SIDING

VAN DAELE HOMES

FIDDYMENT F25, F26
ROSEVILLE, CALIFORNIA

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CC Attachment 5 Exhibit D

SCHEME 2 - FARMHOUSE



FLAT ROOF

BASE STUCCO

FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR

FRONT ENTRY DOOR S

SIDING

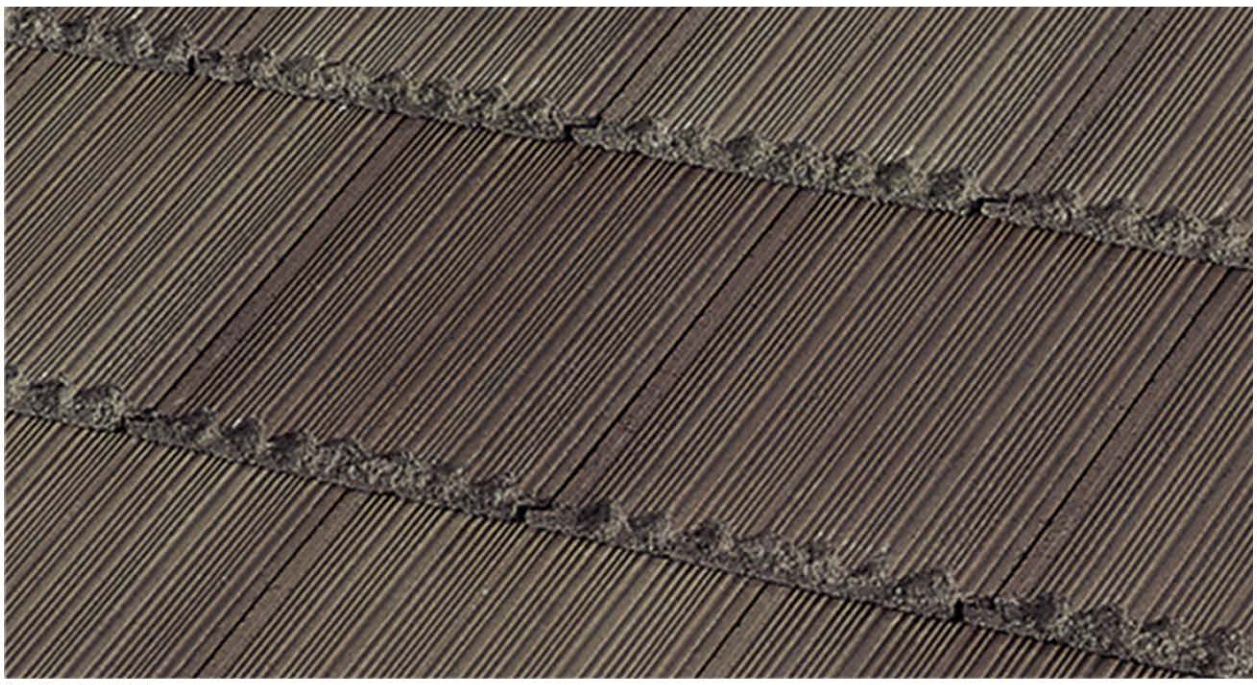
VAN DAELE HOMES

FIDDYMENT F25, F26
ROSEVILLE, CALIFORNIA

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CC Attachment 5 Exhibit D

SCHEME 3 - FARMHOUSE



FLAT ROOF

BASE STUCCO

FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR

FRONT ENTRY DOORS

SIDING

VAN DAELE HOMES

FIDDYMENT F25, F26
ROSEVILLE, CALIFORNIA

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SCHEME 4 - FARMHOUSE



FLAT ROOF

BASE STUCCO

FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR

FRONT ENTRY DOORS

SIDING

VAN DAELE HOMES

FIDDYMENT F25, F26
ROSEVILLE, CALIFORNIA

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SCHEME 5 - FARMHOUSE



FLAT ROOF

BASE STUCCO

FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR

FRONT ENTRY DOORS

SIDING

VAN DAELE HOMES

FIDDYMENT F25, F26
ROSEVILLE, CALIFORNIA

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SCHEME 6 - FARMHOUSE



FLAT ROOF

BASE STUCCO

FASCIA, EAVES, HEADERS, TRIM, SIDE & GARAGE DOOR

FRONT ENTRY DOORS

SIDING

VAN DAELE HOMES

FIDDYMENT F25, F26
ROSEVILLE, CALIFORNIA

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PRELIMINARY ILLUSTRATIVE SITE PLAN

FIDDYMENT RANCH F25-26

CITY OF ROSEVILLE

APRIL, 2021



NORTH

0 50 100 200

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Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

J:\1000-s\1027-Fiddyment Ranch\Phase2\F-25-26\Landscape\Exhibits\EX101-OA-F-25-26.dwg 1/6/2021 12:43 PM Ashley Christensen

PRELIMINARY SHADE CALCULATIONS
FIDDYMENT RANCH F25-26
CITY OF ROSEVILLE
APRIL, 2021

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WATER USE
	LARGE TREES		
	LIRIODENDRON TULIPIFERA / TULIP TREE	24" BOX	MEDIUM
	QUERCUS AGRIFOLIA / COAST LIVE OAK	24" BOX	LOW
	QUERCUS ILEX / HOLLY OAK	24" BOX	LOW
	ZELKOVA SERRATA `VILLAGE GREEN` / SAWLEAF ZELKOVA	24" BOX	MEDIUM
	MEDIUM TREES		
	ACER RUBRUM `ARMSTRONG` / ARMSTRONG RED MAPLE	24" BOX	MEDIUIM
	QUERCUS RUBRA / RED OAK	24" BOX	MEDIUIM
	TILIA CORDATA `GREENSPIRE` / LITTLELEAF LINDEN	24" BOX	MEDIUM
	ULMUS PARVIFOLIA / TRUEGREEN EVERGREEN ELM	24" BOX	MEDIUM
	SMALL TREES		
	ACER PALMATUM / JAPANESE MAPLE	24" BOX	MEDIUM
	ARBUTUS UNEDO / ARBUTUS STANDARD	24" BOX	LOW
	GINKGO BILOBA `AUTUMN GOLD` TM / AUTUMN GOLD MAIDENHAIR TREE	24" BOX	MEDIUM
	LAGERSTROEMIA X `MUSKOGEE` / CRAPE MYRTLE LIGHT LAVENDER MULTI-TRUNK	24" BOX	MEDIUM
	LAURUS NOBILIS / SWEET BAY	24" BOX	LOW
	MAGNOLIA STELLATA / STAR MAGNOLIA	24" BOX	MEDIUM
	ZELKOVA SERRATA `CITY SPRITE` / CITY SPRITE ZELKOVA	24" BOX	MEDIUM

PLANT SCHEDULE

GROUND COVERS (NOT SHOWN)	BOTANICAL / COMMON NAME	SIZE	WATER USE
	SHRUBS AND GROUNDCOVER		
	ACACIA REDOLENS `LOW BOY` / LOW BOY BANK CATCLAW	5 GAL	LOW
	AGAVE ATTENUATA / FOXTAIL AGAVE	5 GAL	LOW
	ARCTOSTAPHYLOS U. `WOOD`S COMPACT` / WOOD`S COMPACT KINNIKINNICK	5 GAL	LOW
	CAMELLIA SASANQUA `SETSUGEKKA` / SETSUGEKKA CAMELLIA	5 GAL	LOW
	DIETES X `NOLA ALBA / KATRINA AFRICAN IRIS	5 GAL	LOW
	FICUS PUMILA / CREEPING FIG	5 GAL	MEDIUM
	GREVILLEA X `NOELLII` / GREVILLEA	5 GAL	LOW
	JUNIPERUS HORIZONTALIS `WILTONII` / BLUE RUG JUNIPER	5 GAL	LOW
	LIRIOPE MUSCARI / LILYTURF	5 GAL	MEDIUM
	LOMANDRA LONGIFOLIA `BREEZE` TM / BREEZE MAT RUSH	5 GAL	LOW
	LOMANDRA LONGIFOLIA `PLATINUM BEAUTY` / PLATINUM BEAUTY MATT RUSH	1 GAL	LOW
	PHORMIUM TENAX `RUBRUM` / NEW ZEALAND FLAX	5 GAL	LOW
	PODOCARPUS MACROPHYLLUS `MAKI` / MAKI SHRUBBY YEW PODOCARPUS	5 GAL	MEDIUM
	PRUNUS CAROLINIANA `MONUS` / BRIGHT `N TIGHT CAROLINA CHERRY LAUREL	5 GAL	LOW
	RHAPHIOLEPIS INDICA `CLARA` / CLARA INDIAN HAWTHORN	5 GAL	LOW
	ROSA X `FLOWER CARPET WHITE` / ROSE	5 GAL	MEDIUM
	SARCOCOCCA RUSCIFOLIA / FRAGRANT SARCOCOCCA	5 GAL	MEDIUM
	TRACHELOSPERMUM JASMINOIDES / STAR JASMINE	1 GAL	MEDIUM

LANDSCAPE PLAN NOTES

1. ALL LANDSCAPE AREAS WILL UTILIZE LOW AND MEDIUM WATER USE PLANT MATERIAL AND LIMIT HIGH WATER USE PLANT MATERIAL.
2. ALL SHRUB AND GROUNDCOVER AREAS ARE TO RECEIVE A 3" LAYER OF BARK MULCH.
3. ACCENT TREES, VINES AND/OR SHRUBS SHALL BE UTILIZED TO SCREEN TRASH ENCLOSURES.
4. SHRUBS 3' IN HEIGHT SHALL BE UTILIZED TO SCREEN PARKING LOTS LOCATED ADJACENT TO STREETSCAPE PER COMMUNITY DESIGN GUIDELINES.
5. IRRIGATION DESIGN SHALL COMPLY WITH CITY OF ROSEVILLE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE. ALL NECESSARY DOCUMENTATION INCLUDING WATER CALCULATIONS AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE CONSTRUCTION DOCUMENTS FOR REVIEW AND APPROVAL.
6. IRRIGATION SYSTEM WILL CONSIST OF LOW FLOW ROTARY SPRAY NOZZLE TECHNOLOGY, POINT SOURCE BUBBLERS AND/OR DRIP EMITTERS SYSTEM CONTROLLED BY AN AUTOMATIC IRRIGATION CONTROLLER USING ET DATA SCHEDULING AND RAIN SENSOR SHUT-OFF CAPABILITIES.
7. TOTAL OF 152 BICYCLE PARKING SPACES PROVIDED.

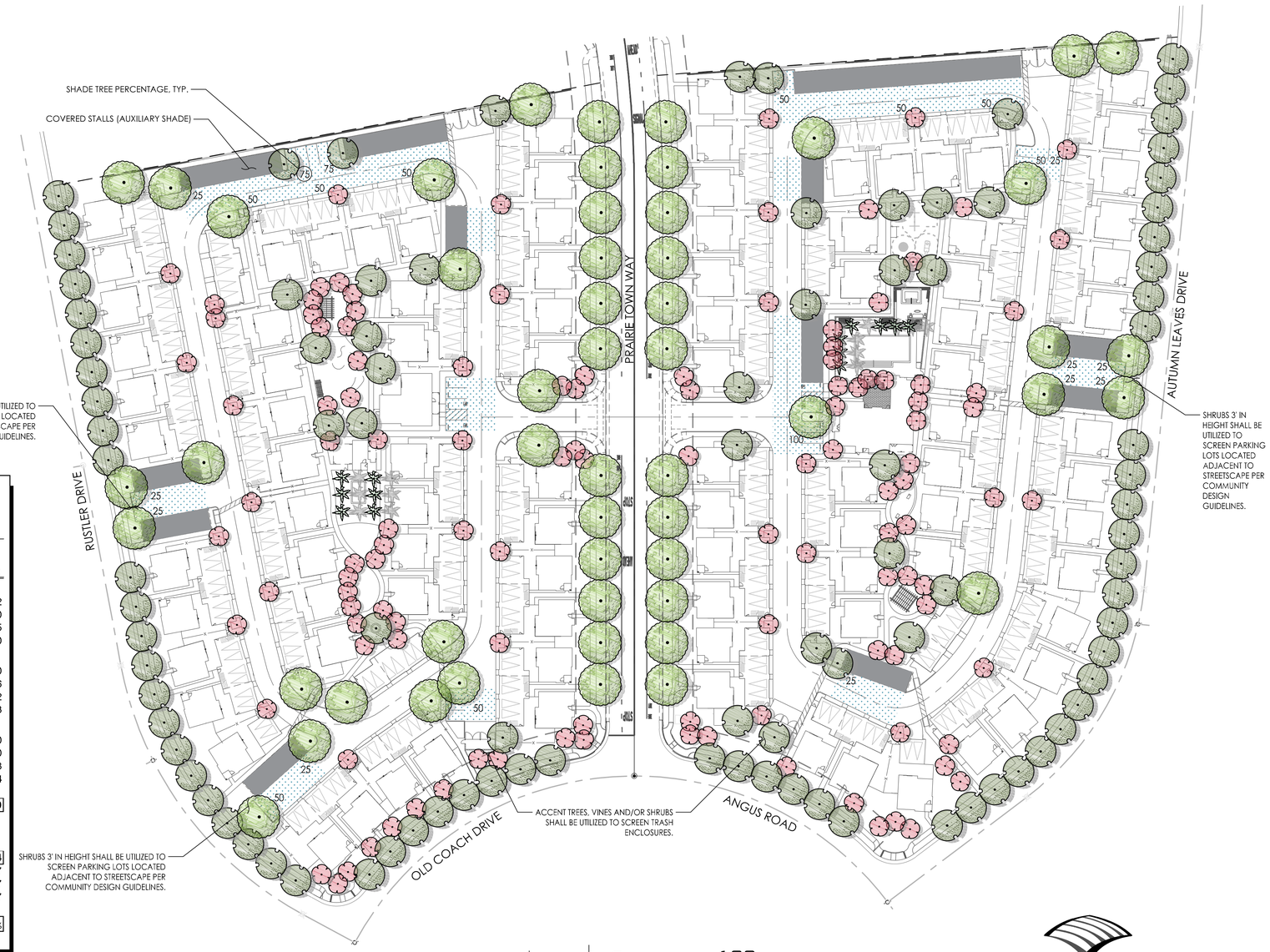
SURFACE AREA USED IN CALCULATION

COVERED STALLS / GARAGES (AUXILIARY SHADE)

Preliminary Shade Calculation
Fiddyment F25-26

ROSEVILLE, CALIFORNIA
Based on Preliminary Landscape Plan Dated February 2021

% (SHADE PECENTAGE)	QUANTITY	SHADE AREA (SF)	AMOUNT (SF)
35' Diameter Trees			
100%:	1	962	962
75%:	0	722	0
50%:	5	481	2405
25%:	8	240	1920
25' Diameter Trees			
100%:	0	491	0
75%:	2	368	736
50%:	2	246	492
25%:	1	123	123
15' Diameter Trees			
100%:	0	177	0
75%:	0	133	0
50%:	2	89	178
25%:	1	44	44
	TOTAL TREE SHADE AREA		6860
SURFACED AREA	PARKING LOT	27227	
	COVERED STALLS	14907	
	TOTAL SURFACED AREA		42134
	SHADE AREA REQUIRED		21067
	TOTAL AUXILARY SHADE		14907
	TOTAL SHADE PROVIDED		21767
	TOTAL SHADE PERCENTAGE		51.66%



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Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

J:\1000-s\1027-Fiddyment Ranch\Phase2\F-25-26\Landscape\Exhibits\EXH02-SHADE-F-25-26.dwg 4/6/2021 12:47 PM Ashley Christensen

AMENITY AREA ENLARGEMENTS

FIDDYMENT RANCH F25-26

CITY OF ROSEVILLE

APRIL, 2021



Grass Mound Tunnel with Artificial Turf



Grass Mound Tunnel with Artificial Turf



Cabana with Seating and Planters



Stone Age Custom Corn Hole



Wood Accent Wall with Bench seating



Prefabricated Fountain at Focal Point



Bar Seating



Stone Age Custom Ping Pong Table



A WEST AMENITY AREA
1" = 20' PLAN



B EAST AMENITY AREA
1" = 20' PLAN



SWINGS



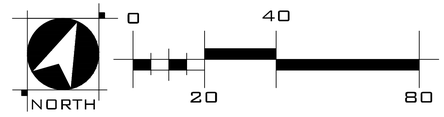
ROPE SPINNER



PLAYHOUSE



Shade Structure with Retractable Fabric Panels



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

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SITE AMENITY EXHIBIT
FIDDYMENT RANCH F25-26
CITY OF ROSEVILLE
APRIL, 2021

SITE FURNISHING SCHEDULE

BIKE RACKS	12 (PROVIDES 24 PARKING SPOTS)
SHADE STRUCTURES	3
BARBEQUES	3 (2 FREESTANDING, 1 BUILT-IN)
BENCHES / SEATING WALLS	6
WASTE RECEPTACLES	3
PICNIC TABLES	3
OUTDOOR RECREATION	6
MUTT MITT STATION	6



NORTH

0 50 100 200

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3301 C St, Bldg. 100-B
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Tel 916.341.7760
Fax 916.341.7767

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PROPOSED SITE FURNISHINGS

FIDDYMENT RANCH F25-26

CITY OF ROSEVILLE

APRIL, 2021



AEI Corporation PGS S27 Built-In Barbeque



AEI Corporation PGS T40 Freestanding Barbeque



Landscape Forms Glide Bench



Landscape Forms Lakeside Bench



Victor Stanley Lily Bench



Landscape Forms Loop Bike Rack



Landscape Forms Lakeside Trash Receptacle



QCP Arris Planter



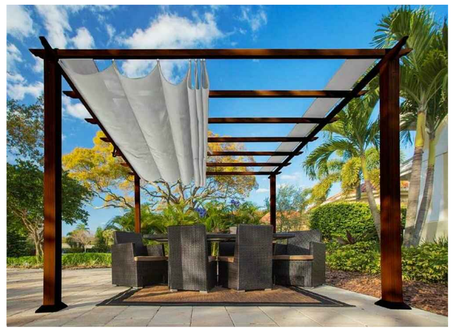
Kornegay Design Agave Planter



Kornegay Design Mexbold Planter



Landscape Forms Lakeside Planter



Shade Structure with Retractable Fabric Panels



Landscape Forms Harvest Table



Landscape Forms Catena Chair



Landscape Forms Americana Chair



Mutt Mitt Station

**IMAGES ARE REPRESENTATIVE OF DESIGN INTENT. FINAL PRODUCTS TO VARY

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Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

J:\1000-s\1007-Fiddyment Ranch\Phase2\F-25-26\Landscape\Exhibits\EXHIBITS-SITE FURNISHINGS-F-25-26.dwg 4/6/2021 12:52 PM Ashley Christensen

PROPOSED DETAILS

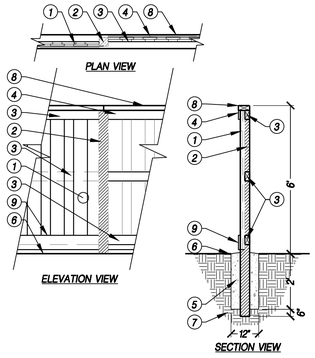
FIDDYMENT RANCH F25-26

CITY OF ROSEVILLE

APRIL, 2021

KEY
1. 1"x6" ALT. FENCE BOARD W/ 1" OVERLAP (BOARD-ON-BOARD). CUT TO MATCH FINISH GRADE
2. 4"x4" PRESSURE TREATED POST AT 8' O.C. TYP.
3. 2"x4" FENCE RAIL (TOP, MIDDLE & BOTTOM)
4. 1"x4" FASCIA (PLANT-ON) BOARD AT TOP
5. 12"x24" CONCRETE FOOTING SLOPED TO DRAIN
6. FINISH GRADE
7. UNDISTURBED NATIVE GRADE OR ENGINEERED FILL PER SOILS REPORT
8. 2"x4" CAP RAIL
9. 1"x6" FASCIA (PLANT-ON) BOARD AT BOTTOM

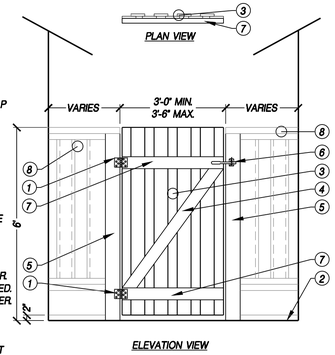
NOTES
1. ALL WOOD SHALL BE CONSTRUCTION GRADE REDWOOD OR CEDAR CONNECTED WITH HOT DIPPED GALVANIZED NAILS.
2. PROVIDE SLOPED CUTS OF FENCE BOARDS TO ACCOMMODATE GRADE CHANGES.
3. FENCE PANELS TO ALTERNATE



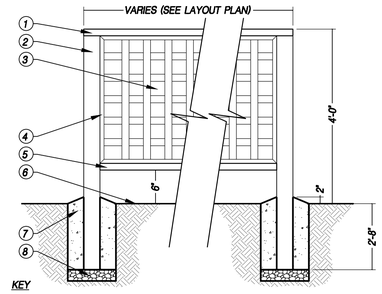
A GOOD NEIGHBOR WOOD FENCE (BOARD-ON-BOARD)
NTS — P-SW-01

KEY
1. HINGE, TYPICAL.
2. FINISH GRADE.
3. 1"x6" ALT. FENCE BOARD W/ 1" OVERLAP (BOARD-ON-BOARD).
4. 2"x4" DIAGONAL BRACE
5. 4"x4" PRESSURE TREATED POST, TYP.
6. GRAVITY LATCH.
7. 2"x4" HORIZONTAL BRACE
8. ADJACENT FENCE - SEE GOOD NEIGHBOR FENCE / ENHANCED FENCE DETAIL

NOTES
1. ALL WOOD EXCEPT FOR POSTS SHALL BE CONSTRUCTION GRADE REDWOOD OR CEDAR.
2. ALL NAILS SHALL BE HOT DIPPED GALVANIZED.
3. ALL POSTS TO BE P.T.D.F. GRADE B OR BETTER.
4. CONCRETE FOOTING TO BE SLOPED TO ENSURE WATER RUNOFF.
5. FENCE BOARD PANELS TO FACE STREET.
6. GATES WIDER THAN 3'-0" REQUIRE 4"X6" POST (HINGED SIDE ONLY).



B WOOD GATE (BOARD-ON-BOARD)
NTS — P-SW-02

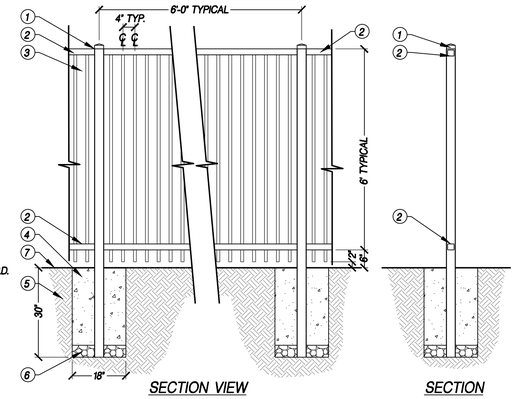


KEY
1. 2" x 4" REDWOOD TOP RAIL
2. 4" x 4" REDWOOD POST
3. REDWOOD LATTICE PANEL (PERPENDICULAR PATTERN ONLY)
4. 1" X 1" REDWOOD MOLDING
5. 2" X 4" REDWOOD BOTTOM RAIL, TOE NAIL TO POST
6. FINISH GRADE
7. 12" DIAMETER PIER, SLOPE TO DRAIN
8. 1" DRAIN ROCK, 4" DEPTH

NOTES
1. ALL WOOD SHALL BE CONSTRUCTION HRT. RO. REDWOOD OR CEDAR #2 OR BETTER.
2. ALL HARDWARE SHALL BE HOT DIPPED GALVANIZED.
3. SEE LAYOUT PLAN FOR MORE INFORMATION.

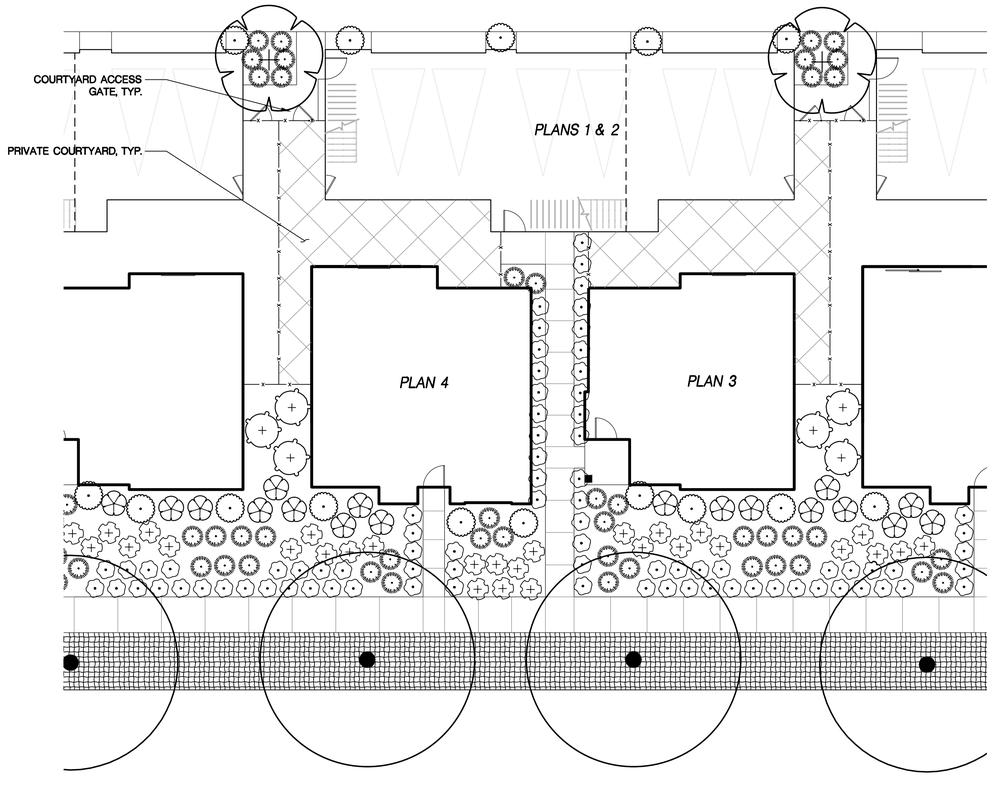
C LATTICE PANEL FOR A/C UNIT
N.T.S. — WR-LA-11

KEY
1. 3" □ x 12 GA. POST
2. 1 3/4" □ x 14 GA. RAIL
3. 1" □ x 14 GA. PICKET
4. 18" X 30" CONCRETE FOOTING
5. COMPACTED SUBGRADE TO 90% R.D.
6. 4" AGGREGATE BASE, COMPACTED TO 95% R.D.
7. FINISH GRADE



NOTES
1. ALL FENCE PARTS TO BE TUBULAR STEEL. GRIND SMOOTH ALL WELDS.
2. ALL METAL TO BE POWDERCOATED, COLOR: RAL #8017. CONTRACTOR TO SUBMIT SAMPLE TO LANDSCAPE ARCHITECT.
3. FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

D 6' TUBE STEEL FENCE
N.T.S. — WR-LA-FNC-07



E TYPICAL BUNGALOW PLANTING
1"=10' — PLAN

CONCEPT PLANT SCHEDULE

ACCENT TREE
ACER RUBRUM `ARMSTRONG` / ARMSTRONG RED MAPLE	15 GAL, MEDIUM
CARPINUS BETULUS `FASTIGIATA` / PYRAMIDAL EUROPEAN HORNBEAN	15 GAL, MEDIUM
GINKGO BILOBA `FAIRMONT` / FAIRMONT MAIDENHAIR TREE	15 GAL, MEDIUM
QUERCUS ROBUR `FASTIGIATA` / PYRAMIDAL ENGLISH OAK	15 GAL, MEDIUM

STREET TREE
REFER TO PRELIMINARY SHADE CALCULATION PLAN

`A` / SMALL FOUNDATION SHRUB (ALTERNATE SP. PER LOT)
DIETES X `NOLA ALBA / KATRINA AFRICAN IRIS	5 GAL, LOW
EUONYMUS JAPONICUS `MICROPHYLLA` / BOXLEAF EUONYMUS	5 GAL, LOW
LOMANDRA LONGIFOLIA `BREEZE` / DWARF MAT RUSH	1 GAL, LOW

`B` / MEDIUM FOUNDATION SHRUB (ALTERNATE SP. PER LOT)
MYRTUS COMMUNIS `COMPACTA` / DWARF MYRTLE	5 GAL, LOW
NANDINA DOMESTICA `GULF STREAM` TM / HEAVENLY BAMBOO	5 GAL, MEDIUM
RHAPHIOLEPIS INDICA `BALLERINA` / BALLERINA INDIAN HAWTHORN	5 GAL, LOW

`C` / LARGE SHRUB (ALTERNATE SP. PER LOT)
PHORMIUM TENAX `ATROPURPUREUM` / PURPLE NEW ZEALAND FLAX	5 GAL, LOW
PRUNUS CAROLINIANA `BRIGHT `N TIGHT` TM / BRIGHT `N TIGHT CAROLINA LAUREL	5 GAL, MEDIUM
XYLOSMA CONGESTUM / SHINY XYLOSMA	5 GAL, LOW

`D` / FOLIAGE ACCENT SHRUBS (ALTERNATE SP. PER LOT)
BERBERIS THUNBERGII `CRIMSON PYGMY` / CRIMSON PYGMY BARBERRY	5 GAL, LOW
CALLISTEMON CITRINUS `LITTLE JOHN` / DWARF BOTTLE BRUSH	5 GAL, LOW
MUHLENBERGIA CAPILLARIS / PINK MUHLY	5 GAL, LOW

`E` / FLOWERING ACCENT SHRUBS (ALTERNATE SP. PER LOT)
GAURA L. `WHIRLING BUTTERFLIES` / WHIRLING BUTTERFLIES GAURA	5 GAL, LOW
HEMEROCALLIS X `MONOLD` TM / DOUBLE GOLD EVERGREEN DAYLILY	1 GAL, LOW
PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL, LOW

`F` / TALL COLUMNAR SHRUB
CALLISTEMON VIMINALIS `SLIM` / BOTTLE BRUSH	15 GAL, LOW
CUPRESSUS S. `TINY TOWER` TM / TINY TOWER ITALIAN CYPRESS	15 GAL, LOW
PODOCARPUS ELONGATUS `ICEE BLUE` TM / ICEE BLUE YELLOW WOOD	15 GAL, MEDIUM
PODOCARPUS MACROPHYLLUS `MAKI` / MAKI SHRUBBY YEW PODOCARPUS	5 GAL, MEDIUM

`GC` / GROUNDCOVERS
36" O.C. SPACING
ARCTOSTAPHYLOS X `EMERALD CARPET` / EMERALD CARPET MANZANITA	1 GAL, LOW
CISTUS PULVERULENTUS `SUNSET` / ROCKROSE	1 GAL, LOW
MYOPORUM PARVIFOLIUM `PROSTRATUM` / MYOPORUM	1 GAL, LOW

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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

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Luminaire Schedule							
Scene: GENERAL							
Symbol	Qty	Label	Arrangement	Description	Lum. Lumens	LLF	Filename
	27	C	SINGLE	DAYBRITE FSX440L830-UNV-DIM	3955	0.900	FSX440L840-UNV.ies
	1	P1	SINGLE	FONROCHE RFS-29W16LED3K-G2-R2M-HS-xx-xx	3680	0.687	RFS-29W16LED3K-G2-R2M-HS.ies
	6	P2	SINGLE	FONROCHE RFS-29W16LED3K-G2-4-HS-xx-xx	3712	0.687	RFS-29W16LED3K-G2-4-HS.ies
	1	S1	SINGLE	FONROCHE RFS-32W16LED3K-G2-R2M-HS-xx-xx	3680	0.758	RFS-32W16LED3K-G2-R2M-HS.ies
	8	S2	SINGLE	FONROCHE RFS-32W16LED3K-G2-R3M-HS-xx-xx	3525	0.758	RFS-32W16LED3K-G2-R3M-HS.ies
	7	S3	SINGLE	FONROCHE RFS-32W16LED3K-G2-4-HS-xx-xx	3712	0.758	RFS-32W16LED3K-G2-4-HS.ies
	241	W	SINGLE	EVERGREEN MAD2220LS	1951	0.900	MAD2220LS.ies

Calculation Summary							
Scene: GENERAL							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	Fc	1.90	11.7	0.2	9.50	58.50
WALKWAY	Illuminance	Fc	1.70	7.8	0.0	N.A.	N.A.



LIGHTING PLAN - PHOTOMETRIC ANALYSIS - LAYOUT VERIFICATION

SCALE: 1" = 30'-0" (ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES AT FINISHED GRADE, U.O.N.)

PRELIMINARY - NOT FOR CONSTRUCTION

Note: Unless otherwise specified - the lamp lumen depreciation (LLD) for legacy sources used in these calculations is based on published mean lumen ratings by major lamp manufacturers; 0.80 LLD for pulse start metal halide; 0.90 LLD for high pressure sodium; 0.95 LLD for linear T8 and T5 fluorescent; 0.86 LLD for compact fluorescent and induction; 0.88 LLD for Cosmo and Elite lamps. 0.94 LDD for all LED sources. Unless otherwise noted - 0.90 luminaire dirt depreciation (LDD) is commonly applied. In cases where appropriate - ballast factor (BF) is applied. Additional user defind factors (UDF) may be applied if necessary to represent luminaire performance to a higher degree of accrurracy. Total light loss factor (LLF) is the product of all multiplied loss factors.

Associated Lighting Representatives, Inc.
Associated Network Systems Representatives
Division of Associated Lighting Representatives, Inc.
Reno, NV
1135 Terminal Way
89431
775.329.7770
Fresno, CA
5370 N. Gateway
93722
559.431.5044
Sacramento, CA
2277 Fair Oaks Blvd.
95864
916.487.4545
Oakland, CA
2727 Mitchell Drive
94602
510.530.9800

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IESNA TESTING PROCEDURES AND MEASUREMENT TECHNIQUES. ACTUAL FIELD CONDITIONS SUCH AS ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IESNA standards and good practice. Some differences between measured values and calculated results may occur due to measurement techniques and field conditions such as voltage and temperature dimensions, reflectances, furniture and architectural elements significantly affect the illuminance levels. Typically, differences of 10% to 20% between measured and calculated values are acceptable. Greater differences will occur between measured values.

Lighting Analysts, Inc.
illumination engineering software
AGi32 VERSION 19.8
AGI (C) 2019 LIGHTING ANALYSTS, INC
10936 W CENTENNIAL ROAD, SUITE 202, LITTLETON, CO USA 80127

REPORT FOR	TIM FISHER VAN DAELE HOMES
SALES REPRESENTATIVE	JOHN BENSON ASSOCIATED LIGHTING REPRESENTATIVES, INC.
APPLICATION ENGINEERING	GREG KESZLER
PROJECT DESCRIPTION	Roseville Fiddyment F-25 & F-26 XX
DRAWING NO. / .RWO FILE	Roseville Fiddyment F-25 & F-26 - ROB -0
REV	0
SHEET	1 OF 1
DATE	2/10/21
SCALE	AS NOTED

CC Attachment 6

CITY OF ROSEVILLE CALIFORNIA

RECEIVED
2021 MAY 24 AM 8:55
CITY CLERK DEPARTMENT
ROSEVILLE, CA

PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

APPEAL FORM

Name: Michael Teske **Date:** 05/24/2021

Address: 2348 Angus Rd **City:** Roseville **Zip Code:** 95747

Phone Numbers: (work/day) 916-768-2293 **(home/evening)** same

(cell) same **(email)** mteske@ttcent.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.)

My neighbors and I appeal the Planning Commission's approval of the Fiddyment Bungalows project (Planning file # PL20-0258) based points raised in the documents and included exhibits submitted by the neighbors and oral presentations made during the commission meeting.

We would like to encourage the council members to drive the project area in order to see the actual surrounding homes in the existing neighborhood to fully understand the reasons for the points raised and the impact this project, as designed, will have on the existing neighborhood and its homeowners. We have, again, extended an offer to discuss the project with the developer in attempt to achieve a design that everyone can agree with but continue to receive nothing but silence.

Signed: _____ Date: 5/24/2021

FOR OFFICE USE ONLY. (Date Stamp Below)

Received by: _____

Project Being Appealed: _____

File Number: _____

Approving Body: _____ Approval Date: _____

Teske PC Appeal - Planning Project - #PL20-0258

CC Attachment 6

THE PROJECT SITE - F25 & F26





CC Attachment 6



HOME VARIATION ON THE JMC SIDE (AUTUMN LEAVES) OF THE NEIGHBORHOOD



CC Attachment 6





CC Attachment 6



OAK TRAIL WAY - ADJACENT TO PROJECT - ALL SINGLE STORY HOMES



CC Attachment 6



HOMES DIRECTLY ACROSS FROM F25 & F26



VIEW FROM HOME DIRECTLY FACING THE PROJECT

CC Attachment 6





CC Attachment 6

HOME VARIATION ON THE LENNAR SIDE OF THE NEIGHBORHOOD





CC Attachment 6

HOMES IN THE LENNAR (RUSTLER) SIDE OF THE NEIGHBORHOOD





CC Attachment 6



LAW OFFICE OF
MARCUS J. LO DUCA
A Professional Corporation

MARCUS J. LO DUCA

June 21, 2021

The Honorable Krista Bernasconi, Mayor
The Honorable Bruce Houdesheldt, Vice Mayor
The Honorable Scott Alvord, Council Member
The Honorable Tracy Mendonsa, Council Member
The Honorable Pauline Roccucci, Council Member
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Fiddyment Bungalows – WRSP Parcels F-25 and F-26 (PL20-0258)

Honorable Members in Session:

This office represents Van Daele Homes, applicant on the Fiddyment Bungalows project (the "Project"), which is due to come before you on appeal from the near unanimous approval by the Planning Commission on May 13 of its proposed Design Review Permit. Based on the recommendation of your staff and the evidence in the record before you, as further supplemented below, my client and I request that you deny the appeal and affirm the Planning Commission's approval of the Project's Design Review Permit.

The Project

The staff report to the Planning Commission and the staff presentation, along with the total administrative record before you, fully describes the Project. While there have been a number of comments from some residents objecting to a high density residential ("HDR") project coming forward on the two Fiddyment Ranch parcels at issue here, the Project's land use is not before you. As noted in the staff report, the parcels have been designated for HDR housing since the adoption of the West Roseville Specific Plan ("WRSP") in 2004, with the parcels zoned for 25 units/acre since 2014. The

3200 DOUGLAS BOULEVARD, SUITE 300 • ROSEVILLE, CA 95661
TEL (916) 774-1636 • FAX (916) 774-1646
www.loducalaw.com

HDR land use, the General Plan and the WRSP, along with the City's programs, ordinances, standards, requirements, and policies regulating these parcels, are vested by the Fiddyment Ranch Development Agreement, also adopted in 2004 (and as subsequently amended).

There can be no dispute that the Project is consistent with the General Plan, WRSP, the Zoning Code, and all other applicable City standards, programs, ordinances, requirements, and policies, to reference the language of the Housing Crisis Act of 2019 ("SB 330") for consideration of housing projects. All that is before the Council is the proposed Design Review Permit, considering the WRSP Design Guidelines and the City's Community Design Guidelines. Here, the Project meets or exceeds all City requirements and what the City has required of multi-family projects throughout the City, including in the WRSP. Yet, the Project before you has not achieved this consistency with City requirements and other City approvals of HDR projects by maximizing development on the two parcels. Instead, while Parcels F-25 and F-26 are permitted for 25 units/acre, or 277 HDR units, the Project only proposes barely 2/3 of that density, at 189 units, or 17 units/acre. This reduced density has allowed the applicant and its design team to vary the size and setbacks of buildings on the parcels, and at the same time provide for a broad range of recreational amenities in the Project that few if any multi-family projects in Roseville can come close to matching.

With a project on the parcels at 25 units/acre, every residential building on the Project site would need to be three stories in height. Instead, the Project before you and approved by the Planning Commission contains 93 two-story buildings and 48 three-story buildings, in three-building clusters or pods, and only two-story, single dwelling unit buildings on street frontages across the street from single-family homes. The three-story multi-dwelling unit buildings with garages below are located behind the two-story buildings, and set back far from adjacent street frontages, with setbacks for the three-story units of 60 feet from street frontages and 120 feet from any single-family homes. The two-story, single dwelling unit homes along the street frontages of the Project are meant to appear as a single-family project along public streets through the middle of the Project and along the eastern and western edges of the Project.

The two-story single dwelling unit buildings front on adjacent public streets, allowing the Project's future residents to freely walk to abutting sidewalks, to the neighborhood park, and to future commercial uses planned adjacent to the Project

without needing to go through gates or being walled off from their neighbors across the street. The lower density of the Project has allowed the applicant's design team to provide for a central courtyard and private yard space between the multi-dwelling unit buildings and the single dwelling unit buildings. While the R3 zone allows buildings 45 feet in height, the 3-story buildings are only 37 feet, 5 inches, or nearly 20 percent below what is allowed, with the two-story buildings even lower.

The Project has been designed in a modern farmhouse style with a variety of colors and materials, compatible with those colors and materials and styles utilized in adjacent single family neighborhoods. In fact, compared to a number of other existing multi-family projects in the City, the Project as proposed includes far more diversity of colors and palettes than one would typically see in a tour of the City's multi-family projects. Pictures submitted with a letter to the Planning Commission from several neighbors only serve to confirm this point.

Parking provided by the Project exceeds City requirements, and Condition 67 requires that garages in the Project be kept free and clear for parking of vehicles, which restriction does not apply to the single-family homes located in the vicinity of the Project. Finally, this is a residential project in an approved specific plan for which an EIR was prepared, and the Project is consistent with the scope of the analysis in the WRSP EIR. In fact, at only roughly 2/3 of the permitted density on these two parcels, any impacts of the Project are actually significantly less than those impacts analyzed in the WRSP EIR and subsequent CEQA analyses in the Fiddyment Ranch portion of the WRSP.

The Appeal

The appeal submitted to the City basically refers back to the points raised in documents and exhibits submitted to the Planning Commission. Your staff did an outstanding job of responding in a memorandum dated May 7 to each of the concerns stated in those documents and exhibits submitted to the Planning Commission. I will not attempt to repeat those points made in response by City staff, but suffice to say, your staff has completely rebutted any arguments offered on aesthetics, parking and traffic, safety concerns, and project access. I would note that on the issue of an architectural comparison of the Project's design to existing single-family homes in the neighborhood, the staff memorandum even included photographic examples of just

how compatible the Project's building designs are to several styles of homes in the surrounding neighborhood, where homes were built by different builders.

What might be helpful in your deliberations on the Project is a summary of how the Project has evolved after input from the community. As the Council well knows, starting in the mid-1990s, with the creation of neighborhood associations comprising the Roseville Coalition of Neighborhood Associations ("RCONA"), the City has encouraged applicants to engage with the applicable neighborhood association well prior to public hearings on a project to present their projects, receive input, and consider changes to a project in an attempt to address comments and concerns from surrounding residents. That is exactly the process that took place here. The applicant met with the Fiddyment Farms Neighborhood Association ("FFNA") on February 9 and again on March 9, heard concerns and comments about the Project, and made several adjustments to the Project, as follows:

1. Enhanced elevations were added to the buildings facing the street and surrounding community to add visual interest to larger façade areas of a single color or material type, still consistent with Community Design Guidelines, with changes to both Plan 3 and Plan 4 (the two-story units) that include additional siding material, plant shelf details on specific windows, and dimension added to the stucco wall planes above the fence line.

2. Play house, rope spinner and swing set play structures were added to provide additional onsite recreational amenities to supplement the number of recreational amenities already included in the Project, as set forth below.

3. 36 inch high shrubs were added to screen views and headlights of cars at the parking areas of the Project.

At the Planning Commission meeting, the Commission required a pad locked gate with slats to screen views and headlights of cars at the EVA points in lieu of the bollards previously proposed by the Project. In addition, while there were questions of the screening of carports and trash enclosures on the site, such landscape screening was already proposed, but the exhibits may not have given a true representation to the public of what was proposed. Exhibits showing such screening in those areas, and showing the proposed EVA gates and streetscape view along Rustler Drive, plus an

exhibit showing a view of proposed buildings in the Project in a direct view along a street frontage, are enclosed for your consideration. In addition, with regard to perimeter landscaping for the Project, the Project is already proposing 24 inch box trees on the street frontages of the Project, consistent with what the City required of the Campus Oaks Apartments, and significantly larger than what the City required of the Harvest at Fiddyment Ranch project, which has only 15 gallon trees along its perimeter.

As for concerns over project recreational amenities to lessen use by Project residents of RG Phillips Park (which, after all, is a public park within walking distance of this site planned at the same time that HDR was proposed on the Project site), the Project, in addition to the added amenities noted above in response to comments made at the FFNA meetings with the applicant, includes the following amenities:

1. Clubhouse building with indoor and outdoor club room/lounge spaces;
2. Pool and spa;
3. Separate wading pool with pool building;
4. Separate fitness building with indoor and outdoor fitness spaces;
5. Grass mound tunnel play structures;
6. Ping pong table;
7. Corn hole game;
8. Shade trellises with picnic tables and BBQs.

In short, the process that the City wants applicants to follow to help address community concerns worked here. Amenities were added, project elevations were enhanced, landscaping is shown at carports and trash enclosures, shrubs were added to screen car lights at parking areas, and gates with slates rather than bollards were required at EVA points, all with a project at 2/3 of the allowed density, at nearly 20 percent lower height than allowed by zoning vested by the Development Agreement, with separate, two-story single dwelling units along the street frontages across public streets from single family homes.

Based on all the projects that I have entitled here in Roseville from the east side to the west side of the City over the past over 30 years, I can easily say that I know of no such project in the City produced at a much lower than allowed density with the number of amenities and design materials and colors as the Project before you. My

client and I would request that you deny the appeal and support the nearly unanimous Planning Commission action in approving the Project.

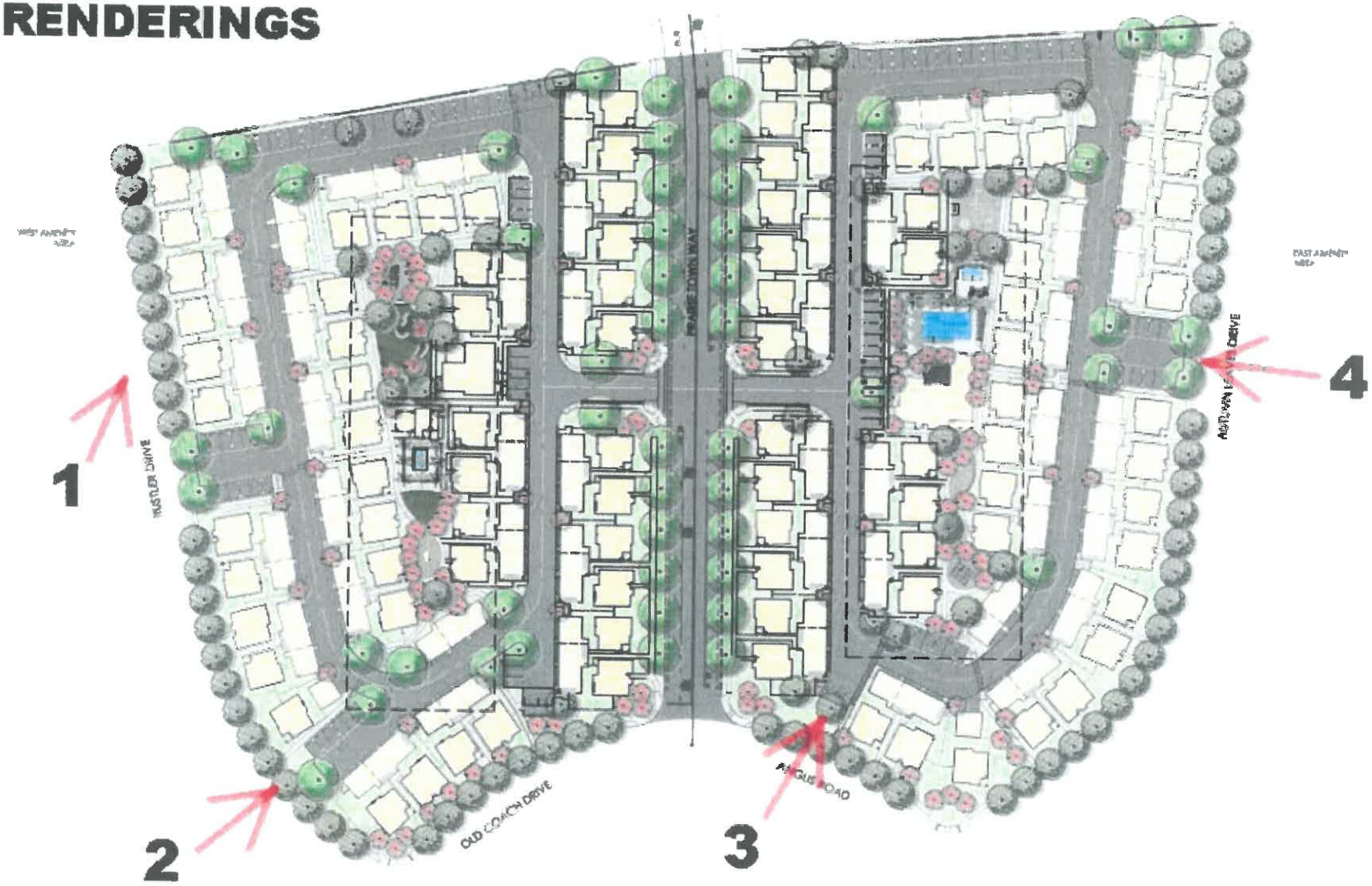
Very truly yours,

LAW OFFICE OF MARCUS J. LO DUCA
A Professional Corporation

Marcus J. Lo Duca

Enclosures
Cc: Client

FIDDYMENT BUNGALOWS F-25 & F-26
RENDERINGS






1. Street View from Rustler Drive

2. View of carport from Rustler Drive




3. View of trash enclosure from Angus Road


4. View of EVA gate from Autumn Leaves Drive

COUNCIL COMMUNICATION

CC #: 1589
File #: 0400-04-17-2 & 0400-02

Title:	Infill Parcel 209, Atkinson Self-Storage - Rezone
Contact:	Sean Morales 916-774-5282 smorales@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 9.2.

RECOMMENDATION TO COUNCIL

At the May 13, 2021 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

A. Consider the Atkinson Self-Storage Negative Declaration;
B. Adopt the two (2) findings of fact and introduce for first reading an ordinance approving the Rezone.

BACKGROUND

The applicant requests approval of a rezone which will modify the Planned Development 59 (PD 59) Zone and allow personal storage and outdoor boat and RV storage with a Conditional Use Permit (CUP). A Design Review Permit and Conditional Use Permit to allow the construction of a personal storage facility with an office was approved by the Planning Commission contingent upon the approval of the rezone.

The 5.85-acre project site is located on Parcel 209 within the City's Infill area, on the west side of Atkinson Street near the intersection with Vineyard Road. The site has a split zoning designation of Planned Development 59 (PD 59) and Single-Family Residential (R1) and a split land use designation of Community Commercial (CC) and Low-Density Residential (LDR). The PD 59 zoning was created by ordinance in 1978 and restricts the use of the project site to a parking lot. The R1 zoning exists on a .17 acre flag portion in the northwest of the site. The site is adjacent to single-family residential uses to the north and west as well as east across Atkinson Street. The PD 59 zone extends to the parcel to the south, which is developed with a commercial/light industrial use.

Project Description

The project proposes the construction of a self-storage facility with recreational vehicle (RV) and boat storage. The project includes three 1-story storage buildings plus an office in one building. The total area of the self-storage buildings is 25,297 square feet, and the office is 1,575 square feet for an overall total of 26,872 square feet. The project will also include 163 spaces for outdoor boat and RV storage. There will be four canopies totaling 96,700 square feet constructed for weather protection of the boats and RVs. Landscaping and lighting associated with the personal storage use are also proposed as part of the project. The entitlements requested include a

Rezone to amend the Zoning Ordnance to change the allowable uses within the PD 59 zone, as well as rezone approximately 0.17 acres of R1 to PD 59; a Conditional Use Permit (CUP) to allow the personal storage facility with RV and boat storage within the PD 59 zone, and a Design Review Permit to evaluate the proposed facility and site improvements. A detailed background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

Summary Evaluation

The proposed rezone of the property to expand and amend the PD 59 zone to allow a personal storage facility with RV and boat storage with a CUP will allow for redevelopment of the current parking lot with a new use that will be compatible with the surrounding properties. The CUP requirement is consistent with what would be required if the site had a Community Commercial (CC) zoning designation to match its current CC land use designation, and it allows the Planning Commission to impose operational conditions on the project, such as hours of operation for the business, as well as limits on what activities are permitted within the storage facility. The intent is to ensure that the operation of the site is compatible with the adjacent residential land uses. As such, the proposed project is consistent with the intent and objectives of the General Plan, and is consistent with the interest, health, safety, and welfare of the City. As evaluated and discussed in the Planning Commission staff report and Negative Declaration, there are no significant impacts expected from the proposed rezone.

As detailed in pages 2-4 of the attached Planning Commission staff report, the proposed rezone from R1 to PD 59 and to amend the PD 59 zone was found to be consistent with the General Plan land use policies and is compatible with the adjacent uses.

Public Comments

Prior to the Planning Commission Hearing, the applicant met with the majority of surrounding property owners to provide information regarding the project. The applicants attempted to donate the small remainder portion of the property (the 0.17 acre flag lot) to the adjacent property owners, without success. The applicant also posted four foot by eight foot notification sign on the property, consistent with the City's noticing policies for projects involving land use and/or zoning changes. Notice of both the Planning Commission hearing and the City Council hearing was published in the Roseville Press Tribune and mailed to all property owners and residents within a 300 foot radius of the project site. As of the writing of this report, no public comment has been received by staff regarding the project. No public comment was provided during the Planning Commission hearing.

Summary of Planning Commission Hearing

On May 13, 2021, the Planning Commission voted (7 Yes – 0 No) to approve the Conditional Use Permit and Design Review Permit as well as recommend that City Council approve the Rezone request.

FISCAL IMPACT

The development of the site with a personal storage facility with RV and boat storage may result in a positive impact to the City’s General Fund by converting the existing parking lot to beneficial use. All costs associated with development of the site will be borne by the project applicant.

ENVIRONMENTAL REVIEW

An Initial Study/ Negative Declaration (IS/ND) was prepared for the project pursuant to the provisions of the California Environmental Quality Act (CEQA). The IS/ND was released on April 21, 2021 for a period of 20 days, ending on May 10, 2021. No comments pertaining to the adequacy of the environmental document were received. The site is previously disturbed and no significant impacts to the environment are expected from project operations. The Planning Commission adopted the Atkinson Self-Storage Negative Declaration at the May 13, 2021 hearing prior to taking action on the project.

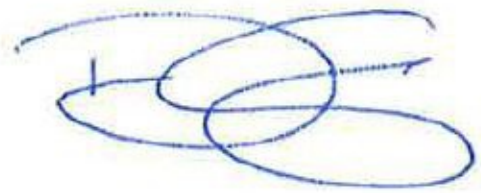
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Sean Morales, Assistant Planner

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 May 13, 2021 Planning Commission Staff Report and Exhibits

Exhibit A Initial Study/Negative Declaration

Ordinance

Exhibit B Rezone Exhibit

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting May 13, 2021

Prepared by: Sean Morales, Assistant Planner

ITEM 6.1: Rezone, Conditional Use Permit, Design Review Permit – 102 Atkinson St. – INFILL PCL 209 – Atkinson Self-Storage – PL20-0010

REQUEST

The applicant requests approval of a rezone which will modify the Planned Development Zone and allow personal storage and outdoor boat and RV storage with a Conditional Use Permit (CUP). A Design Review Permit and Conditional Use Permit are also requested to allow the construction of a personal storage facility with an office. The proposal would allow the construction of three 1-story storage buildings plus an office in one building. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872 sf. The project will also include 163 spaces for outdoor boat and RV storage and 4 canopies.

Applicant – Regina Reusser, Burrell Consulting Group, Inc.
Owner – Steve Lefler, For: M2 Melody LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

A. Adopt the Atkinson Self-Storage Negative Declaration;
B. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone;
C. Adopt the three (3) findings of fact and approve the Conditional Use Permit subject to five (5) conditions of approval;
D. Adopt the four (4) findings of fact and approve the Design Review Permit subject to seventy-three (73) 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 the recommended conditions of approval.

BACKGROUND

The project site is located at 102 Atkinson St. and is identified as Parcel 209 in the City's Infill area. The site is approximately 5.85 acres in size. The majority of the site has a zoning designation of Planned Development 59 (PD59). The PD59 zone was created with Ordinance 1429 on September 6, 1978 to allow a parking lot use on the site. The site has been developed with and functioned as a parking lot for the Denio's auction since that time. Most recently, the site provided overflow parking for AutoNation sales inventory. There is a small flag section in the northwest corner of the site that has a zoning designation of R1 (Single-Family Residential). This area of the site is undeveloped with loose dirt and gravel. The split zoning condition will be remediated with this project to rezone the entire property to PD59. The General Plan land use designation will remain split. The majority of the existing site will retain a land use designation of Community Commercial (CC) and the small flag will retain a land use designation of Low-Density Residential (LDR). The site is surrounded by single-family residential subdivisions to the east, north, and west, and a light industrial/commercial development to the south. (Figure 1).

The current project proposes the construction of a personal storage facility with recreational vehicle (RV) and boat storage. The project includes three 1-story storage buildings plus an office in one building. The total square footage for the storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872 sf. The project will also include 163 spaces for outdoor boat and RV

storage. There will be four canopies totaling 96,700 sf constructed for weather protection of the boats and RVs. Landscaping and lighting associated with the personal storage use are also proposed as part of the project. The entitlements requested include a Rezone to amend the Zoning Ordnance to change the allowable uses within the PD59 zone, as well as approximately 0.162 acres of R1 to PD59; a Conditional Use Permit to allow the personal storage facility with RV and boat storage within the PD59 zone, and a Design Review Permit to evaluate the proposed facility and site improvements.

Figure 1 – Project Location



SITE INFORMATION

Location: 102 Atkinson St.

Total Size: 5.85 acres

Topography and Setting: The project site is an infill property located in an urbanized setting. The site includes frontage on Atkinson Street, which is a two-lane roadway, and includes an attached sidewalk. The asphalt parking lot runs up to the front property line along the entire frontage with no landscape setback. The project site is situated at-grade and is relatively flat with a slight rise toward the north of the site. There is a slender outcropping on the northwest corner of the site that is not paved and contains loose dirt and gravel. The rest of the site is covered in asphalt. There are currently no structures on the property.

EVALUATION: Rezone

The project includes a Rezone to amend the Planned Development (PD59) zone as well as rezone a portion of the property from R1 to PD59 for the 5.85 acre project site. Zoning Ordinance Section 19.86.050 specifies that recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

1. ***The public interest, health, safety, or welfare of the City, and***

2. ***The General Plan and any applicable Specific Plan.***

Land Use Compatibility

The project is within the City's Infill planning area, which is characterized by pre-1980's urban development. The area surrounding the site is developed with single-family homes and commercial uses. The project site is made up of one parcel with a split zoning of PD59 and R1. The parcel also has a split General Plan Land Use designation of CC and LDR. Although the rezone of the small portion of the property from R1 to PD59 will create an inconsistency with the LDR land use designation for that area of the project, Municipal Code Section 19.02.030 B states that where there are inconsistencies between the land use and zoning of a property the zoning prevails. Therefore, the PD59 zoning for a personal storage facility will prevail. Functionally, this small area of the parcel will remain undeveloped, though the rezone will eliminate the undesirable split zoning of the property and the project. Archived parcel maps for the property show that this small flag existed as its own parcel from 1974 to 2019, when it was incorporated into the rest of the project site with a Lot Line Adjustment (File #PL19-0178). The parcel was never incorporated into the adjacent single-family lots and there is no desire from adjacent home owners to purchase the property. The applicant therefore proposes to bring the zoning into consistency with the rest of the parcel and maintain the property in its current condition.

The project also proposes to amend the Planned Development Ordinance associated with the subject property, known as PD59. As discussed in the Background section of this report, PD59 identifies the northern half of Infill Parcel 209 as allowing a parking lot use. While PD59 functions as the zoning designation for the property, it is different from other classifications in the Zoning Ordinance in that it does not allow for a variety of uses as might be permitted in a specific zoning district, nor does it provide development standards for the one use that it allows. Given that only one use type is permitted on the site, a request to develop any other use on this parcel requires an amendment of PD59. The project would remove the parking lot use as the allowable use for PD59, and replace it with personal storage facility with RV and boat storage, with the approval of a Conditional Use Permit.

General Plan Consistency

To evaluate the request to amend PD59 to allow the personal storage facility with RV and boat storage use, staff analyzed the consistency of the requested use with the General Plan land use designation. The City of Roseville General Plan provides a list of compatible "Implementing Zones" for each land use designation (General Plan Table II-10), which establishes what zoning designations are considered compatible with the applicable General Plan land use designation. The General Plan land use designations for the project site are Community Commercial (CC) and Low-Density Residential (LDR). Implementing zone designations for CC include Neighborhood Commercial (NC), Planned Development (PD), Highway Commercial (HC), Community Commercial (CC), General Commercial (GC), and Commercial Mixed Use (CMU). The table also notes that "land use designation implementation is not necessarily limited to these zones, especially when combined with an RS or PD zone". Implementing zone designations for LDR include Single-Family Residential (R1), Two-Family Residential (R2), Small Lot Residential (RS), Residential Mixed-Use (RMU), and Planned Development (PD). Given that the proposed zoning is PD, both land use designations are compatible with the proposed zoning. The specificity of the PD zone and the CUP requirement will also allow staff to ensure that the project and any future modifications are compatible with surrounding land uses.

Conditional Use Permit Requirement

Staff supports the proposal to amend the PD59 zone to allow a personal storage facility with RV and boat storage contingent upon the approval of a Conditional Use Permit (CUP). This requirement is consistent with what would be required if the site had a Community Commercial (CC) zoning designation, and it

allows the Planning Commission to impose operational conditions on the project. These conditions include hours of operation for the business, as well as limits on what activities are permitted within the storage facility. The intent is to ensure that the operation of the site is compatible with the adjacent residential land uses.

With the CUP requirement, staff believes that the proposed amendment to the PD59 zone is both consistent with the General Plan land use designations, and that the project will not adversely affect the public interest, safety, or welfare.

EVALUATION: Conditional Use Permit

Given the unique restrictions on the subject parcel, staff supports the modification of PD59 to allow a personal storage facility with RV and boat storage only with the approval of a CUP. The CUP allows the City to place operational conditions on the use which may be modified by the Planning Commission. Section 19.78.60 of the City of Roseville Zoning Ordinance requires that three findings be made in order to approve a CUP. The three findings are listed below in ***bold, italicized*** text and are followed by an evaluation of the proposal in relation to each finding.

1. ***The proposed use or development is consistent with the City of Roseville General Plan and any applicable Specific Plan.***

2. ***The proposed use or development conforms with all applicable standards and requirements of the Zoning Ordinance.***

3. ***The location, size, design, and operating characteristics of the use or development is compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.***

The project proposes the modification of PD59 to allow a personal storage facility with RV and boat storage with the approval of a Conditional Use Permit. The General Plan land use designation for the majority of the site is Community Commercial (CC). The PD59 designation does not provide development standards or other requirements for site development. Staff supports the imposition of a Conditional Use Permit requirement, as this would be consistent with what would be required for the site if it had a Community Commercial zoning designation and therefore aligns with the General Plan land use designation of CC for the site. Requiring a Conditional Use Permit for the proposed use allows the Planning Commission to impose operational conditions on the use, and any future modification of these operational conditions would require review by the Planning Commission.

Personal storage facilities are considered conditionally compatible with residential uses, which border the project site to the north and west. As discussed in the Design Review Permit Evaluation section of this report, the project design has considered the adjacent residential developments and meets the intent of the development standards as required by the Zoning Ordinance. Additionally, operational conditions, such as limiting hours of operation for the site between the hours of 7:00 AM and 7:00 PM on week days and 8:00 AM to 8:00 PM on weekends and holidays, and the specific prohibition of incompatible activities (living quarters, storage of hazardous materials, business operations out of storage units, etc.) further address concerns related to noise and safety during site operation. With the conditions in effect, staff believes that the use will not be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.

EVALUATION: Design Review Permit

Section 19.54.030 of the Zoning Ordinance includes specific design standards for the development of personal storage facilities. Additionally, the Community Design Guidelines were used to evaluate the

project. Section 19.78.60 of the Zoning Ordinance requires that four findings of fact be made to approve a DRP. The four findings can be found below in ***bold, italicized*** text 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 applicable Specific Plan and/or applicable design guidelines.***

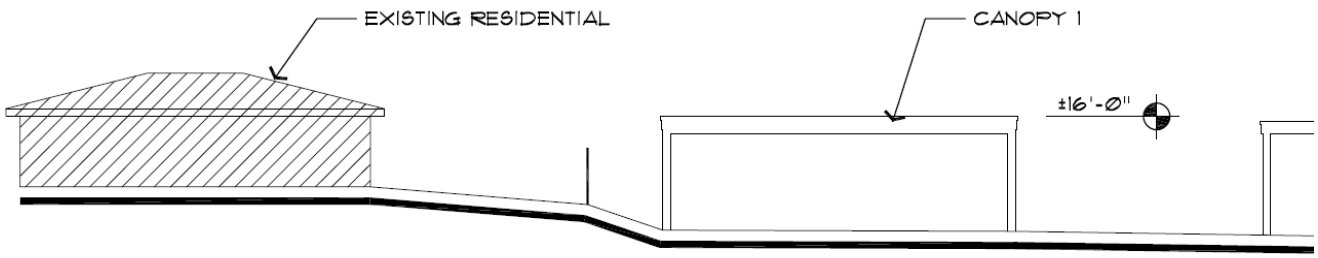
3. ***The building design, including the materials, colors, height, bulk, size, and relief, and the arrangement of the structures on the site, as approved is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies, and objectives set 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 building designs.***

Site Design: Section 19.54.030.B of the Zoning Ordinance provides site design standards for personal storage facilities. The section states that entry/exit locations shall be placed as far from residential land uses as possible; caretaker's residence and office shall be placed as close as possible to the project entrance; outdoor storage of materials shall be placed a minimum of 20 feet from the property lines adjacent to residential land uses.

The main entrance to the site will be located on Atkinson St. away from the adjacent residences on the north and west property lines. Vehicle storage canopies 2, 3, and 4 will be set back at least 30 feet from adjacent residences. The applicant proposes to set back Canopy 1 a distance of 10 feet 8 inches from the northern property line and 10 feet from the western property line. Staff supports this location due to existing and proposed site conditions. On the northern property line, the grade of the adjacent homes are 6 feet above the proposed grade of the canopy. Therefore, the proposed 16 foot canopy has a perceived height of 10 feet for the residences, which greatly reduces the visual impact (Figure 2).

Figure 2. North Boundary Section



Additionally, a 16-foot tall CMU wall is proposed at the northern edge of the canopy, which will give it the appearance of an enclosed storage building and screen the view of any boat or RVs being stored there. Enclosed storage Building A will be similarly setback from residences to the north. On the western

property line, there is an existing 10-foot tall concrete wall between the residences and the project site. This oversized wall will screen any impacts to the adjacent residents (Figure 3).

Figure 3. View from North into the Site of Existing Screen Wall on West Property Line



The Zoning Ordinance requires four parking spaces, plus two for a caretaker's residence, for personal storage facilities. The project provides six parking spaces to support the operation, and no caretaker's residence is proposed. The project will incorporate several security measures to ensure the project is secure including security cameras, high walls around the perimeter, and a security management service. The site will be locked during night time hours when the office is closed. The project as proposed is consistent with the Site Design requirements for personal storage facilities, as required by the Zoning Ordinance.

Building Elevations: Consistent with the Community Design Guidelines, the eastern elevation along Atkinson St. provides high quality and durable materials, creative and appropriate use of color, and varied building heights and roof forms. The materials include plaster and CMU with metal siding accents for tower elements. Field and accent CMU block are used to create contrast. A tower element with sloping roof is proposed on each side of the entrance to add visual interest and emphasize the entry to the project (Figure 4). Two additional tower-like elements are proposed along the eastern elevation to break up the length of the wall plane. A combination of trees and shrubs are also proposed along the front elevation to soften the views from the public way.

Figure 4. Front Entrance Detail



Access, Circulation, and Traffic: Primary access for the project site is proposed from Atkinson St. At present, there is no pedestrian connectivity through the project site and a new 5-foot wide sidewalk will be installed along the project frontage to serve the project site. The storage use itself is not conducive to pedestrian activity, and no internal pedestrian connections are proposed. The internal circulation of the site allows patrons to enter and exit through the entrance gate. The design has been evaluated by the Development Services – Engineering Division and was found to be consistent with City standards.

Personal storage facilities generate a low volume of trips and no significant impacts to traffic and circulation are anticipated.

Lighting and Screening: Section 19.54.030.D of the Zoning Ordinance provides specific standards for lighting for personal storage facilities to minimize visual impacts to adjacent properties. The Zoning Ordinance section requires the use of cut-off lenses to prevent off-site glare, downward facing lighting for wall-mounted fixtures, a maximum of 16-foot-tall lighting standards, and a minimum 50 foot setback from any residential property line. A photometric plan for the project is included in Exhibit C. Lighting will be located attached to the edge of the vehicle storage canopies, which are 16 feet tall. The lights will be located approximately 100 feet from the northern property line and 30 feet from the western property line. The existing 10-foot tall concrete wall along the western property line will screen any potential impacts from the lights being less than 50 feet from residences. The lighting for the project site is consistent with the intent of the Zoning Ordinance standards for personal storage facilities.

Section 19.54.030.E for personal storage facilities includes screening requirements, including a minimum six-foot-tall masonry screen wall (measured from the highest grade) when a project is located adjacent to a residential use, and a minimum ten-foot-wide landscape planter along the perimeter of the storage facility when adjacent to a residential use. The back of storage building A, which is clad in CMU, will function as a masonry wall. The proposed 16-foot tall wall along the rest of the northern property line will also meet this standard. There is an existing masonry wall on the western property line. A 10-foot wide landscape planter is proposed along the northern property line. No landscape planter is proposed along the western property line, as any planting would be screened by the existing 10 foot tall wall.

CONCLUSION

As demonstrated by the analyses in the foregoing sections, the proposed project is consistent with the objectives and overall intent of the General Plan, Zoning Ordinance, and Community Design Guidelines. The required findings can be made for each requested entitlement, and staff requests that the Planning Commission take the actions listed in the Recommendation section of this report.

PUBLIC OUTREACH

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Early notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations. A public notice of the Planning Commission hearing was published on April 30, 2021, and was distributed to all property owners and residents within 300 feet of the project site. Consistent with City policy, the applicant also placed a 4 foot by 8 foot sign on the property notifying residents of the rezone application. The project applicant performed additional outreach to neighbors adjacent to the property to answer questions and hear concerns. No concerns were reported.

ENVIRONMENTAL DETERMINATION

An Initial Study/ Negative Declaration (IS/ND) was prepared for the project pursuant to the provisions of the California Environmental Quality Act (CEQA). The IS/ND was released on April 21, 2021 for a period of 20 days, ending on May 10, 2021. No comments pertaining to the adequacy of the environmental document were received by staff at the time of staff report publication. Staff recommends that the Planning Commission adopt the Atkinson Self-Storage Negative Declaration, included as Exhibit A of this report.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Adopt the Atkinson Self-Storage Negative Declaration;

B. Recommend the City Council adopt the two (2) findings of fact as stated in the staff report and approve the **Rezone – 102 Atkinson St. – INFILL PCL 209 – Atkinson Self-Storage – PL20-0010;**

C. Adopt the three (3) findings of fact as listed in the staff report and approve the **Conditional Use Permit – 102 Atkinson St. – INFILL PCL 209 – Atkinson Self-Storage – PL20-0010** subject to five (5) conditions of approval;

D. Adopt the four (4) findings of fact as listed in the staff report and approve the **Design Review Permit – 102 Atkinson St. – INFILL PCL 209 – Atkinson Self-Storage – PL20-0010** subject to seventy-three (73) conditions of approval;

CONDITIONS OF APPROVAL FOR A CONDITIONAL USE PERMIT, FILE #20-0010

1. The project is approved as shown in **Exhibit C** and as conditioned or modified below. (Planning)

2. The following uses or activities are prohibited in personal storage facilities:

    a) Automotive repair which includes, but is not limited to, auto body and paint shop facilities.

    b) Practice facilities for musical bands.

    c) Wood, metal, or other working shops whether for business or hobby.

    d) Office and other business uses, except for the office for the facility and the storage of personal belongings.

    e) Living quarters for human habitation or the keeping of animal life.

    f) Storage of hazardous materials as listed in Title 8, California Code of Regulations, Section 5194 as amended, or its successor section or statue.

        i) Rental agreements shall contain language prohibiting the storage of hazardous materials as outlined above.

        ii) The operator of the facility shall maintain a copy of said section and ensure compliance with these regulations.

3. No sewer, water, or electrical services shall be permitted to each of the storage units except electrical services needed for lighting purposes. (Planning)

4. The undeveloped area in the northwest corner of the parcel will be maintained and clear of trash and other materials. (Planning)

5. The hours of operations shall be in accordance with the Roseville Municipal Code Chapter 19.54, as follows:

    a) 7:00 AM until 7:00 PM (Monday through Friday)

    b) 8:00 AM until 8:00 PM (Saturday, Sunday, and holidays) (Planning)

CONDITIONS OF APPROVAL FOR A DESIGN REVIEW PERMIT, FILE # PL20-0010

1. This Design Review Permit approval shall be effectuated within a period of two (2) years from **May 13, 2021** and if not effectuated shall expire on **May 13, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **May 13, 2024**. (Planning)

2. The project is approved as shown in **Exhibit C** and as conditioned or modified below. (Planning)

3. The project shall be addressed as 102 Atkinson St. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

4. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Electric, Finance)

5. 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)

6. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans are approved and grading and/or encroachment permits are issued by the Department of Public Works. (Engineering)

7. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

8. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

   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-inch 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 11 of the CBC.

      III. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

9. 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)

10. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

11. 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 preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, 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 City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

    e) All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

    f) Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

    g) All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

12. 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)

13. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed suite addressing for individual tenant spaces within the building. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)

14. 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)

15. 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)

16. 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)

17. 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)

18. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)

19. 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)

20. 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)

21. 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 Recorder's Office. (Engineering)

22. The applicant shall provide a Type A-7 (City of Roseville Detail ST-22) driveway for the entrance to the project.

23. The applicant shall provide a 5' wide concrete sidewalk per City of Roseville Standards along the project frontage.

24. Bike parking shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. (Alternative Transportation, Building).

25. 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)

26. 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)

27. 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)

28. 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)

29. 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)

30. 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)

31. 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)

32. 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)

33. 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)

34. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

35. 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 feet unless approved by

Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

b) Water and sewer ~~and recycled~~ mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions of approval.

c) All sewer manholes shall have all-weather, 10-ton vehicle access unless otherwise authorized by these conditions of approval. (Environmental Utilities)

36. 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)

37. 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)

38. 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)

39. 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)

40. 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)

41. 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

42. All landscaping in areas containing electrical service equipment shall conform to the “Electric Department Landscape Design Requirements” as outlined in Section 10.00 of the Electric Department’s “Specifications for Commercial Construction.” (Electric)

43. No grading shall take place within 10’ of the existing 12kV poles or under the overhead power lines without prior approval from Roseville Electric. This includes the 12kV pole lines along the northern boundary of the parcel.

44. All proper easements must be in place for existing Roseville Electric facilities.

45. 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)

46. 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)

47. 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:

48. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a) There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b) For maintenance purposes, the landscaping shall 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 preventer shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

49. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

    a) A 12.5 foot-wide public utilities easement along all road frontages.

    b) Water, sewer, and reclaimed water easements.

    c) Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

50. 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)

51. Inspection of the potable water supply system on new commercial/industrial/office projects shall be as follows:

    a) The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventer.

    b) The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventer 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)

52. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

53. 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)

54. 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)

55. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

56. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

57. 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)

58. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

59. 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)

60. 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)

61. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

62. It is the responsibility of the developer to ensure 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:

63. 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)

64. 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)

65. 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)

66. 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)

67. 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)

68. 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 of not and if site remediation is required. (Fire)

69. 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)

70. 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 that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

71. 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)

72. 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)

73. 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 Division and shall include 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) An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

Exhibits

A. Atkinson Self-Storage Negative Declaration
B. Rezone Exhibit
C. Plans

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

PC Exhibit A

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

NEGATIVE DECLARATION

Project Title/File Number:	INFILL PCL 209 - Atkinson Self-Storage; PL20-0010
Project Location:	102 Atkinson St., Roseville, Placer County, CA APN: 012-010-013-000
Project Applicant:	Regina Reusser, Burrell Consulting Group; (916) 783-8898; 1001 Enterprise Way, Suite 100, Roseville, CA 95678
Property Owner:	Steve Lefler, For: M2 Melody LLC; (916) 747-8890; 4160 Douglas Blvd. Suite 200, Granite Bay, CA 95746
Lead Agency Contact Person:	Sean Morales, Assistant Planner - City of Roseville; (916) 774-5282
Date:	April 21, 2021

Project Description:

The applicant requests a Design Review Permit to allow the construction of a self-storage facility with an office. A rezone is also requested to modify the Planned Development Zone to allow Self-Storage with a Conditional Use Permit (CUP). A CUP is also requested. The proposal would allow the construction of three 1-story self-storage buildings plus an office in one building. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872. The project will also include 163 spaces for outdoor boat and RV storage and 4 canopies.

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. This Negative Declaration reflects the independent judgment of the lead agency.

PC Exhibit A

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number:	INFILL PCL 209 - Atkinson Self-Storage; PL20-0010
Project Location:	102 Atkinson St., Roseville, Placer County, CA APN: 012-010-013-000
Project Description:	The applicant requests a Design Review Permit to allow the construction of a self-storage facility with an office. A rezone is also requested to modify the Planned Development Zone to allow Self-Storage with a Conditional Use Permit (CUP). A CUP is also requested. The proposal would allow the construction of three 1-story self-storage buildings plus an office in one building. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872. The project will also include 163 spaces for outdoor boat and RV storage and 4 canopies.
Project Applicant:	Regina Reusser, Burrell Consulting Group; (916) 783-8898; 1001 Enterprise Way, Suite 100, Roseville, CA 95678
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Lead Agency Contact:	Sean Morales, Assistant Planner, (916) 774-5282

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on 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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Initial Study Checklist

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PROJECT DESCRIPTION

Project Location

The project site is located at 102 Atkinson Street in the City's Infill Planning Area (Figure 1). The site is zoned PD59 (Planned Development 59) and is currently developed with a parking lot. The site is surrounded by single-family residential subdivisions to the east, north, and west, and a light industrial/commercial development to the south. See Table 1 for the land use designations and uses of the subject and surrounding properties.

Figure 1. Project Location



Table 1: Site and Vicinity Land Use Designations

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	PD59	CC	Parking Lot
North	R1	LDR-5	Single-Family Subdivision
South	M1	CC	Light Industrial/Commercial
East	R1/R2	LDR-5	Single-Family Subdivision
West	PD408A	LDR-6.8	Single-Family Subdivision

Background

The project is located within the City's Infill area. The Infill area, while not subject to a specific plan, is a recognized planning subarea of the City. The area consists of 8,478 gross acres in what historically has been the central core of Roseville, as well as the areas that were the focus of growth in the City until the early 1980s. With the exception of scattered parcels of limited acreage, the Infill area is close to being fully developed. The land use in this area incorporates a mix of residential neighborhoods, commercial and industrial uses and

amenities to serve the residents of the community. The project site is developed with a parking lot that was associated with the Denio's Auction Yard. The property has served as a parking lot and vehicle storage lot.

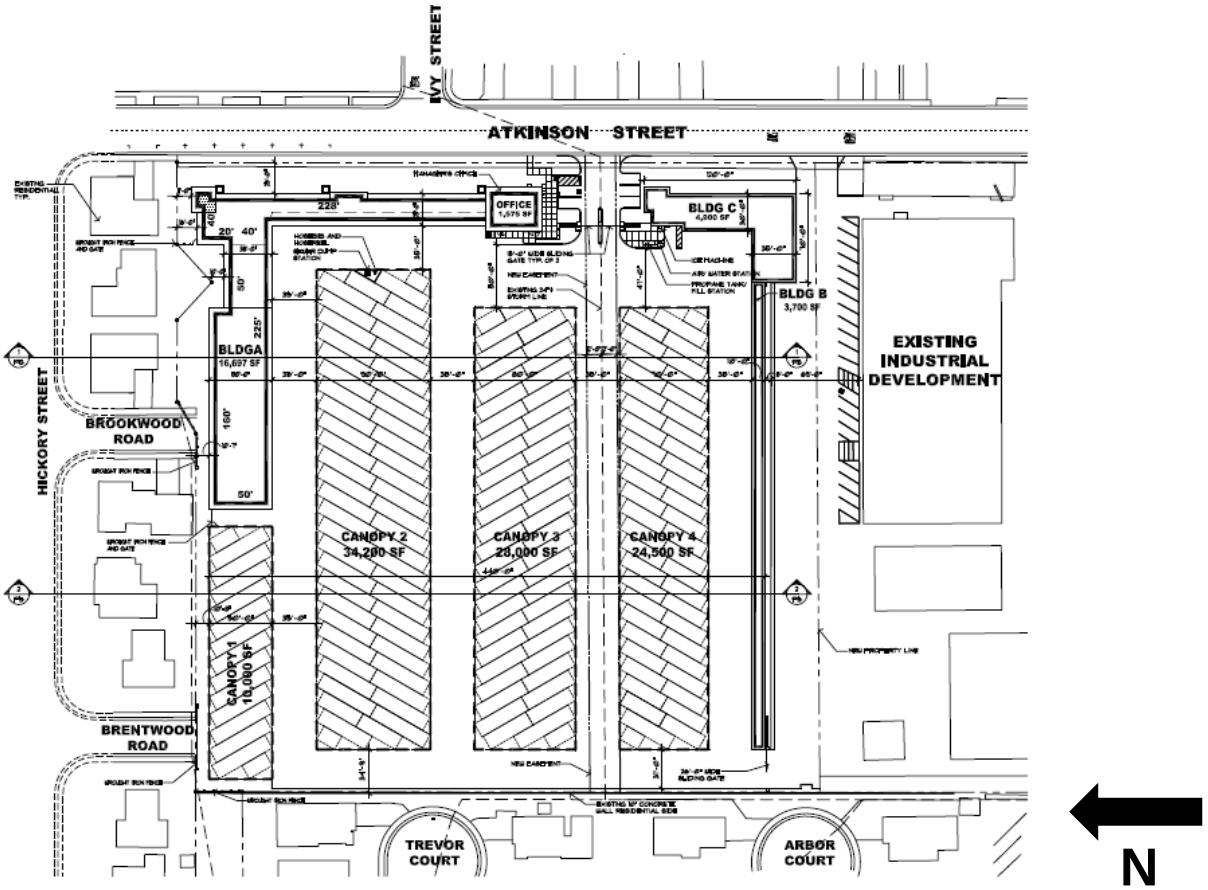
Environmental Setting

The project site is an infill property located in an urbanized setting. The site includes frontage on Atkinson Street, which is a two-lane roadway, and includes a sidewalk. The asphalt parking lot runs up to the front property line along the entire frontage with no landscape setback. The project site is situated at-grade and is relatively flat with a slight rise toward the north of the site. There is a slender outcropping on the northwest corner of the site that is not paved and contains non-native grasses. The rest of the site is covered is asphalt. There are no structures on the property.

Proposed Project

The project consists of a request to allow construction of a self-storage facility with a manager's office (Figure 2). The proposal includes three 1-story self-storage buildings plus an office building. Four canopy structures for outdoor storage of vehicles are also proposed. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872 sf. Construction will also include six public parking spaces, and the associated landscaping, lighting, and drive aisles.

Figure 2. Site Plan



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 Design and Construction Standards (Resolution 16-75)
- 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:
    - North Roseville Area Design Guidelines (Resolution 92-226)

OTHER ENVIRONMENTAL DOCUMENTS RELIED UPON

- Amoruso Ranch Specific Plan Final Environmental Impact Report

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, and thus 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 an area developed with office and industrial uses adjacent to the Union Pacific Railroad to the west and Industrial Avenue to the east. The only public view of the site and its visual setting is from Industrial Avenue and its adjacent sidewalks. The view includes no distinct topography or other visual elements. During the winter the site is green and covered with grasses and small annual plants, and during the summer the grasses turn brown. The background of the view includes the Union Pacific Railroad tracks with industrial and office uses beyond. The site is in a highly urbanized visual setting.

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 area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			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, b, and c, 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 as a result lacks any prominent or high-quality natural features which could be negatively impacted by development. The City of Roseville has adopted Community Design Guidelines (CDG) for the purpose of creating building and community designs which are a visual asset to the community. The CDG includes guidelines for building design, site design and landscape design, which will result in a project that enhances the existing urban visual environment. When buildings and associated site improvements are proposed for the site they will be reviewed for consistency with these guidelines. Accordingly, the aesthetic impacts of the project 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 is conditioned to comply with City standards (i.e. CDG) 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 thus the project will not contribute to an increased source of glare.

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
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 PM_{10} 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–c, 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 or other emissions. 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 emissions are detectable/present, and the nature and intensity of the emission source.

Discussion of Checklist Answers:

a–c) 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**.** A project-level analysis has been prepared to determine whether the project will, on a singular level, exceed the established thresholds.

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, a general commercial project must involve more than 200,000 square feet of building area, and a general industrial project must involve nearly 900,000 square feet of building area, before the project will result in NOx emissions that exceed 55 lbs/day and exceed the PCAPCD significance thresholds for criteria pollutants. The project involves construction of 26,872 square feet of non-residential buildings on a 3.27-acre site 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 self-storage facility, the operations of which are 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.

The proposed project would not exceed the applicable thresholds of significance for air pollutant emissions during construction or operation. As such, the project would not conflict with or obstruct implementation of the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* (which is the SIP) or contribute substantially to the PCAPCD's nonattainment status for ozone. In addition, because the proposed project would not produce substantial emissions of criteria air pollutants, CO, or TACs, adjacent residents would not be exposed to significant levels of pollutant concentrations during construction or operation. Therefore, implementation of the proposed project would result in less than significant impacts, and consistent with the analysis methodology outlined in the Significance Thresholds and Regulatory Setting section, cumulative impacts are less than significant.

With regard to TAC, there are hundreds of constituents which are considered toxic, but they are typically generated by stationary sources like gas stations, facilities using solvents, and heavy industrial operations. The proposed project is not a TAC-generating use, nor is it within the specified buffer area of a TAC-generating use, as established in the *Air Quality and Land Use Handbook – A Community Health Perspective*. Impacts due to substantial pollutant concentrations 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 site is largely covered with an asphalt parking lot and contains little vegetation. Live vegetation on the site is located along the northern property line in a 10-30 foot landscape area containing various tree, shrub and brush species.

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	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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
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.

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 <u>does not</u> 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 trees and various trees on-site. These few small trees do not provide suitable habitat for nesting birds or any special status species and construction activities do not have the potential to disrupt offsite nesting.

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,f) Evaluation of the site shows there are no trees on-site that are subject to the City of Roseville Tree Preservation Ordinance. 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 in Section 15064.5?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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–c 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 General Plan EIR; however, standard mitigation measures apply which are designed to reduce impacts to cultural resources, should any be found on-site. These measures are included as standard measures on all City improvement plans. The measure requires an immediate cessation of work, and contact with the appropriate agencies to address the resource before work can resume. No additional mitigation is required.

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 Amoruso 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	
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?			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, 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 proposes development of a 26,872 square-foot self-storage facility. 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	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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	
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 geological 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–f 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 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 archeological resources, which for this evaluation will include paleontological resources (Policies 1 and 2). Section 50987.5 of the California Public Code Section is only applicable to public land; this section prohibits the excavation, removal, destruction, or defacement/injury to any vertebrate paleontological site, including fossilized footprints or other paleontological feature.

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 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-ramona complex , which are not listed as geologically unstable or sensitive.

f) No paleontological resources are known to exist on the project site per the General Plan 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. The project will not result in any new impacts beyond those already discussed and disclosed in the General Plan EIR; 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 (CO_2), methane (CH_4), nitrous oxide (N_2O), and fluorinated gases. As explained by the United States Environmental Protection Agency[2], 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

[1] United States Geological Survey, http://earthquake.usgs.gov/learn/glossary/?term=active%20fault, Accessed January 2016
[2] http://www3.epa.gov/climatechange/science/overview.html, Accessed January 2016

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	

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 509[3] 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 CO_2e/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 CO_2e/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 3 below.

[3] Includes Pavely and Renewables Portfolio Standard reduction

Table 3: GHG Significance Thresholds

Bright-line Threshold 10,000 MT CO_2e/yr			
Residential Efficiency (MT CO_2e/capita[1])		**Non-Residential Efficiency (MT CO_2e/ksf[2])**	
Urban	**Rural**	**Urban**	**Rural**
4.5	5.5	26.5	27.3
De Minimis Threshold 1,100 MT CO_2e/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.

The proposed project includes a new 1-story self-storage facility across three buildings including an office area. As discussed in the Transportation section of this Initial Study, the project is consistent with the City's General Plan and will not create additional trips that have not already been evaluated in the General Plan EIR.

The City's GPU EIR included an analysis of GHG emissions, which would result from buildout of the City's General Plan. The EIR concluded that General Plan build out would exceed the City's threshold of 2.25 MT CO_{2e} per service population and that the affect was cumulatively considerable. Although mitigation measures were adopted as part of the General Plan those measures would not reduce impacts to less-than-significant levels and impacts were considered significant and unavoidable. The proposed project is consistent with the land use assumptions in the GPU EIR and does not require further analysis per the tiering provisions of CEQA. The project includes reasonable and feasible design measures to reduce emissions, including implementation of the latest Cal-Green and energy efficiency code requirements. The buildings will incorporate several alternative transportation measures like bike storage or racks. The project complies with General Plan policy related to GHG and the project does not result in any new GHG impacts not previously analyzed in the GPU EIR; therefore, impacts are less than significant.

IX. Hazards and Hazardous Materials

There are no listed hazardous sites within the project vicinity and the proposed use does not involve the use of hazardous materials. Asbestos and lead, which can be present in older buildings, are not onsite as the site is currently developed with an asphalt parking lot.

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 though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
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

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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–g 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 private use airport. Therefore, no further discussion is provided for item 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.

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) See response to Items (a) and (b) above. While development of the site will result in the use, handling, and transport of materials deemed to be hazardous, the materials in question are commonly used in both residential and commercial applications, and include materials such as bleach and herbicides. The project will not result in the use of any acutely hazardous materials, substances, or waste.

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 65962.5[4]; 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 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	

[4] http://www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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	
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 innundation?				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 Designation of Community Commercial and is zoned PD59 (Planned Development 59). The site is surrounded by a City of Roseville residences to the north, west, and east, and a businesses to the south.

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 of an agency 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 and b 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.

Discussion of Checklist Answers:

a) The project area has been master planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project will not physically divide an established community.

b) As part of project review, staff considered consistency with all City policies and regulations, including those which are intended to avoid an environmental effect, and found the project to be consistent.

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
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 includes a proposed self-storage facility. Potential sources of noise at a self-storage facility include people talking, people moving items into/out of storage, and vehicles driving. These are typical noises which occur in any non-residential development, and typically do not generate substantial noise volumes. The nearest sensitive receptors are the residents within the residential area to the north and west of this site. In the existing condition, the City of Roseville General Plan Noise Element Figure IX-1 indicates the residential neighborhood is not within the existing 60 to 65 dB noise contours resulting from the railyards. Approximately half of the project is located within the existing 60 to 65 dB noise contours resulting from the railyards. Both the project site and adjacent residences are within the future expected 60 to 65 dB noise contours resulting from expected activity at the railyards.

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
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 proposed project includes construction of a self-storage facility. Self-storage facilities produce very low noise levels including people talking, people moving items into/out of storage, and vehicles driving. Overall, the proposed use is not considered to be a substantial noise-generating source. The project will not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of City standards; thus, impacts are less than significant.

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 Infill Area and has a land use designation of CC (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 and b 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. Therefore, while the project in question will induce some level of growth, this growth was already identified and its effects disclosed and mitigated within the General Plan EIR. Therefore, the impact of the project is less than significant.

b) The project site is currently developed with a parking lot. No housing exists on the project site, and there would be no impact with respect to these criteria.

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 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 City's General Plan addressed the level of public services which would be needed to serve the planned growth within the City. 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. Commercial and industrial projects, such as this, do not generate student, parkland, or library service demands; therefore, no discussion is provided for checklist questions c, d, or e.

Discussion of Checklist Answers:

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) Pursuant to the Development Agreement for the project area, the developer is required to pay fees into a Community Facilities District, which provides funding for police services. Sales taxes and property taxes resulting from the development will add revenue to the General Fund, which also serves to fund police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

XVI. Recreation

There are no existing or planned parks or other recreation facilities adjacent to the site.

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, b) Commercial and industrial projects do not generate park demand or park users, and the project does not include any recreation facilities. Therefore, there are no impacts with respect to these criteria.

XVII. Transportation

The project site is located on Atkinson Street, a two-lane collector roadway. A non-separated sidewalk leads to the site from the developments to the north and south. One public ingress and egress driveway is proposed from Atkinson Street onto the site. A sliding gate at the southwest of the project will allow connection to the property to the south and onto Atkinson Street.

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	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			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, and Short-Range Transit Plan, and General Plan Circulation Element. The project is evaluated for consistencies with these plans and the policies contained within them, which includes an analysis of delay. 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 vehicle miles traveled (VMT). Projects within one-half mile of either an existing major transit stop[5] or a stop along an existing high quality transit corridor[6] 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.

[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.

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. All facilities identified in these plans for this area are already installed, and the project does not impact or conflict with these planning documents. In addition, the proposed project is consistent with the underlying land use designations, and does not contribute new, unanticipated trips; a cumulative conditions traffic model is not required. After review by City Engineering, it was also determined that an access and circulation analysis was not needed, as there are no peculiar or challenging characteristics to either the project or the existing circulation system. The project is consistent with the most recent Citywide traffic analysis within the Amoruso Ranch Specific Plan EIR, and will not result in any new or unanticipated impacts with respect to the City's Level of Service policy.

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 an infill 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 General Plan EIR included a historic and cultural resources study, which included research on whether any listed or eligible sites had been documented in the project area. No such sites were found. However, standard mitigation measures apply which are designed to reduce impacts to any previously undiscovered resources, should any be found on-site. As discussed in the Cultural Resources section of this document, these measures are included in all City improvement plans. The measure requires an immediate cessation of work, and contact with 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 General Plan EIR; project-specific impacts are less than significant.

b) Notice of the proposed project was mailed to tribes which had requested such notice pursuant to AB 52 and SB18. A request for consultation was not received. As discussed in item a, above, no resources are known to occur in the area. However, standard mitigation measures apply which are designed 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. The project will not result in any new impacts beyond those already discussed and disclosed in the General Plan EIR; project-specific impacts are less than significant.

XIX. Utilities and Service Systems

There are existing storm drains along Foothills Blvd. and Pleasant Grove Blvd. as well as on the site. Storm drains on the site outfall into an existing drainage course. The proposal with the project is to fill the existing drainage course and construct a new storm drain to take the drainage between existing storm drains on the site. No wastewater treatment is necessary as there is none currently on the site and the project involves grading only.

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–e listed above.

Discussion of Checklist Answers:

a) The project will involve minor storm water infrastructure to be constructed within the project site. However, these facilities will be constructed in locations where site development was expected to occur and existing drainage facilities are adequately sized to accommodate the storm water flows from the project site. There are no additional impacts to the storm drain 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 project is consistent with existing land use designations, and is therefore consistent with the assumptions of the UWMP and AR WSA. 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 Dry Creek Wastewater Treatment Plant (DCWWTP). 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 DCWWTP has the capacity to treat 18 million gallons per day (mgd) and is currently treating 8.9 mgd. The volume of wastewater generated by the proposed project could be accommodated by the facility; 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. 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

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				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–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) Therefore, 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
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				
c) Does the project have environmental effects 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 General Plan EIR, and mitigation measures have already been incorporated via the General Plan EIR. 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 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 clearly WILL NOT have a significant effect on the environment and a *NEGATIVE DECLARATION* has been prepared.

Initial Study Prepared by:

Sean Morales, Assistant Planner
City of Roseville, Development Services – Planning Division

Attachments:

1. Site Plan
2. Grading Plan

PC Exhibit A

Attachment 1

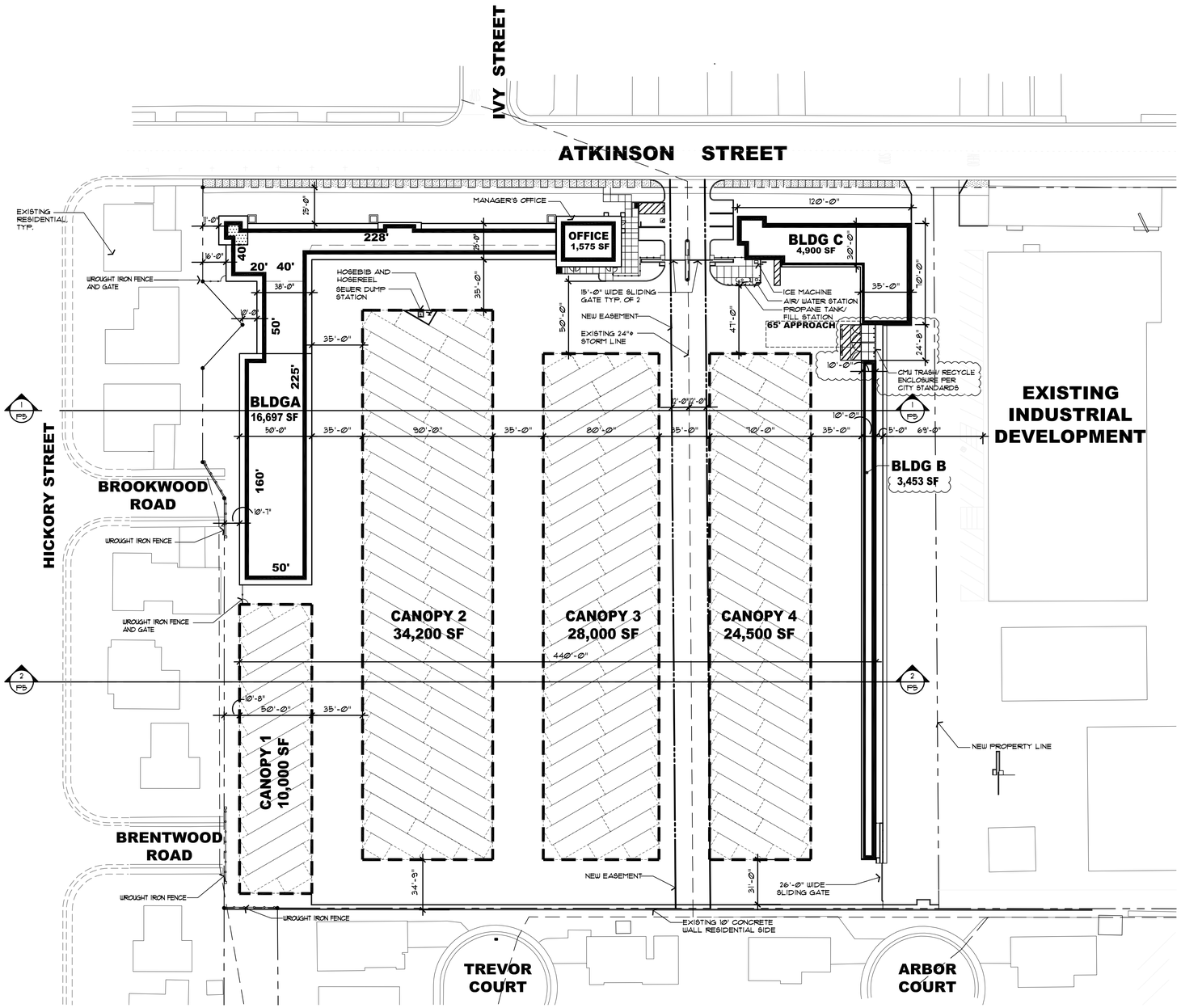
Stark Designs
ARCHITECTURE
2411 Saint Andrews Dr.
Rocklin, CA 95765
916 390-2256

11.214 B

DATE: 3-25-21 ~~DATE: 3-5-21~~ ~~DATE: 11-1-20~~

P1

PROPOSED SITE PLAN



TABULATION

SITE	254,826 SF (5.85 AC)
STORAGE	25,050 SF
OFFICE	1,575 SF
TOTAL BUILDING	= 26,625 SF
FAR	10.44 %
COVERED RV/ BOAT (163 SPACES)	96,700 SF
PARKING (OFFICE)	6 STALLS

0' 40' 80'

1/40"=1'-0"

PLAN NORTH / TRUE NORTH

ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

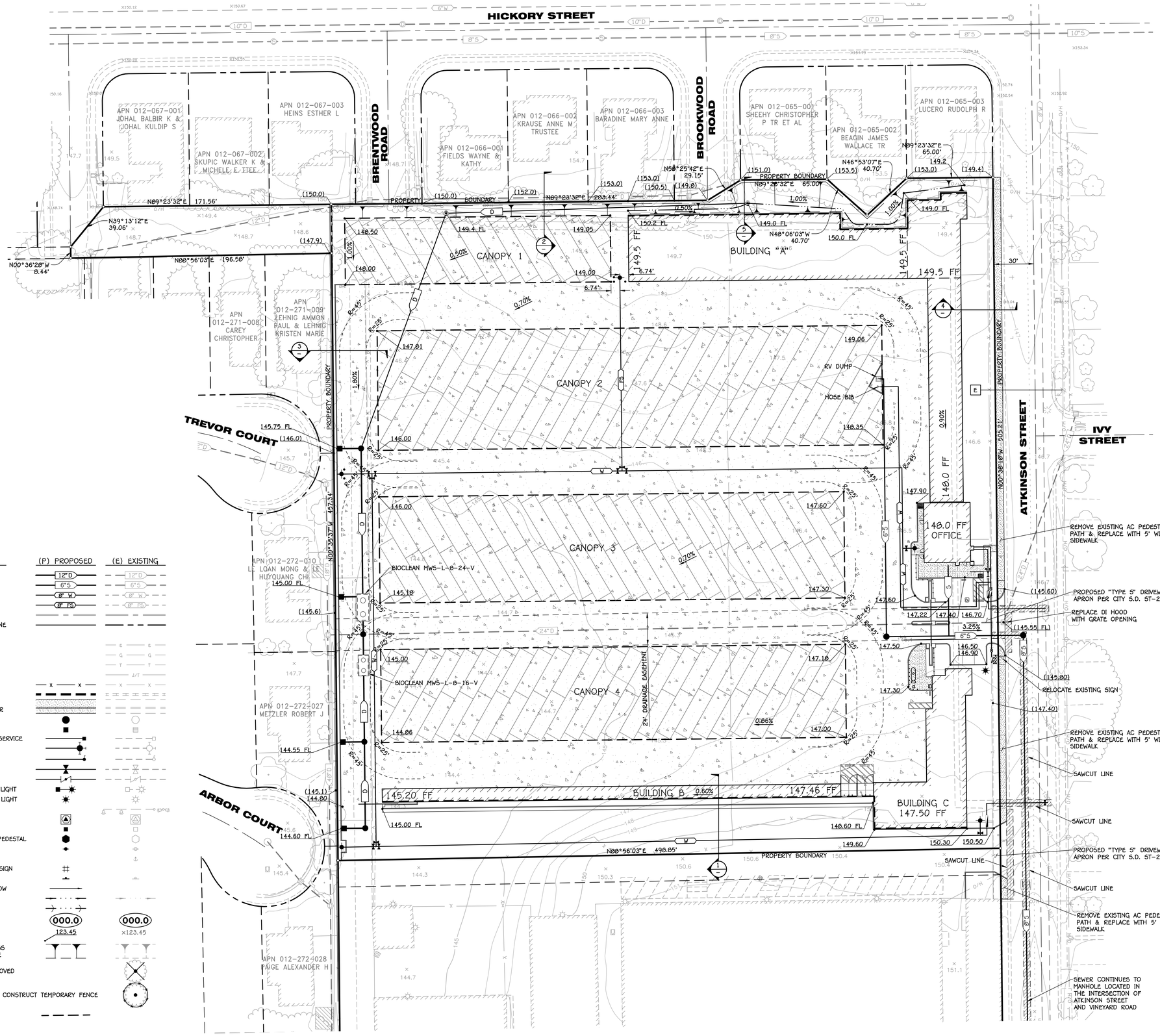
RDS, LLC

PRELIMINARY GRADING AND UTILITY PLAN FOR:

102 ATKINSON STREET

APN: 012-010-012 & 013

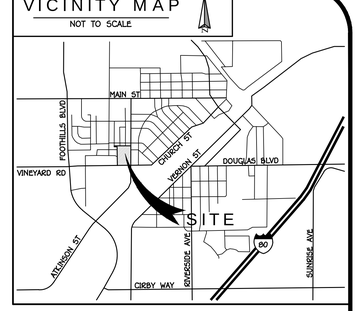
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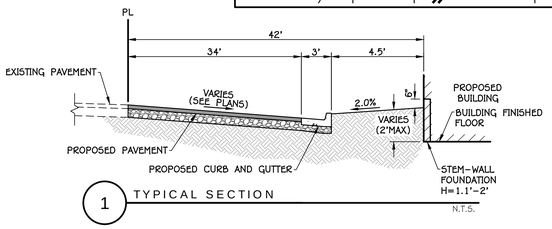


LEGEND

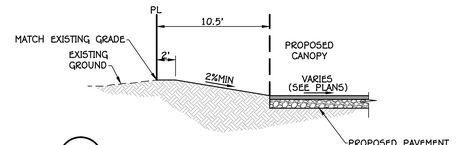
DESCRIPTIONS	(P) PROPOSED	(E) EXISTING
STORM DRAIN	12"D	12"D
SANITARY SEWER	6"S	6"S
WATER MAIN	8" W	8" W
FIRE SERVICE	8" FS	8" FS
CENTERLINE		
RIGHT OF WAY LINE		
BOUNDARY LINE		
ELECTRICAL LINE		
GAS LINE		
TELEPHONE LINE		
JOINT TRENCH		
FENCE		
RETAINING WALL		
SIDEWALK WITH CURB AND GUTTER		
MANHOLE		
DRAIN INLET		
METERED WATER SERVICE		
FIRE HYDRANT		
BLOWOFF VALVE		
GATE VALVE		
BUTTERFLY VALVE		
TYPE 'A' STREET LIGHT		
TYPE 'B' STREET LIGHT		
TRAFFIC SIGNAL		
TRANSFORMER		
PULLBOX		
UTILITY SERVICE PEDESTAL		
UTILITY POLE		
GUY WIRE		
4 SIDED STREET SIGN		
SIGN		
DIRECTION OF FLOW		
FLOWLINE		
SWALE		
PAD ELEVATION	000.0	000.0
ELEVATION	123.45	×123.45
2:1 SLOPE UNLESS NOTED OTHERWISE		
TREE TO BE REMOVED		
TREE TO REMAIN, CONSTRUCT TEMPORARY FENCE		
CANOPY		

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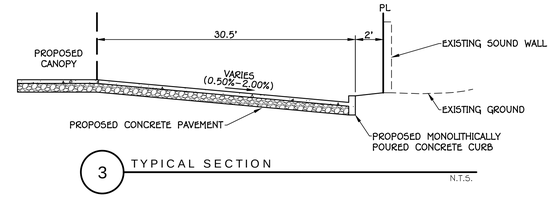




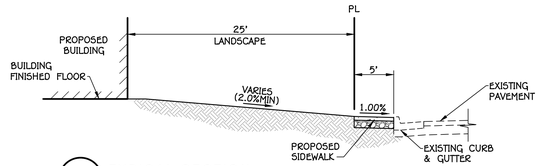
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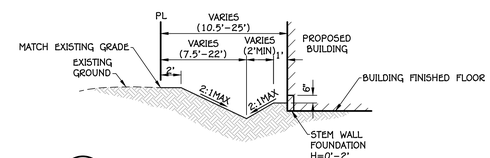
2 TYPICAL SECTION N.T.S.



3 TYPICAL SECTION N.T.S.



4 TYPICAL SECTION N.T.S.



5 TYPICAL SECTION N.T.S.

PRELIMINARY GRADING AND UTILITY PLAN FOR:

102 ATKINSON STREET

MARCH 30, 2021

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100 Roseville, CA 95678 (916) 783-8898

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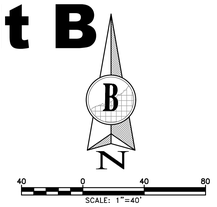
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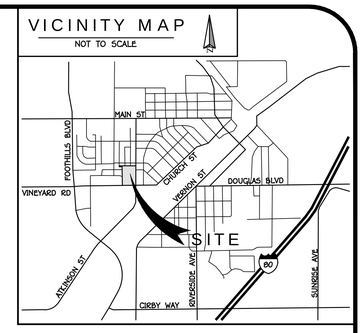
102 ATKINSON STREET

PC Exhibit B

APN: 012-010-012 & 013

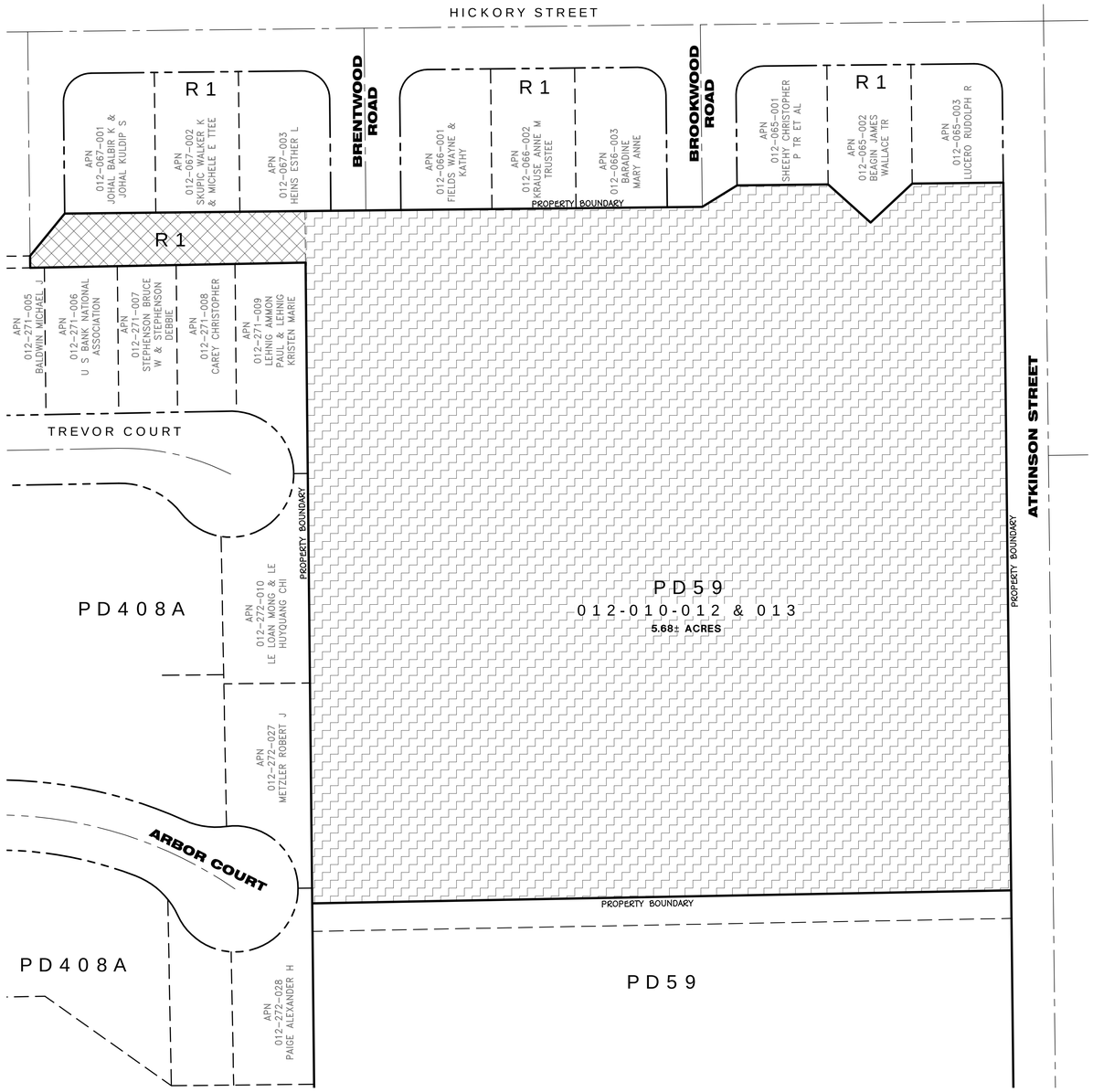
CITY OF ROSEVILLE CALIFORNIA



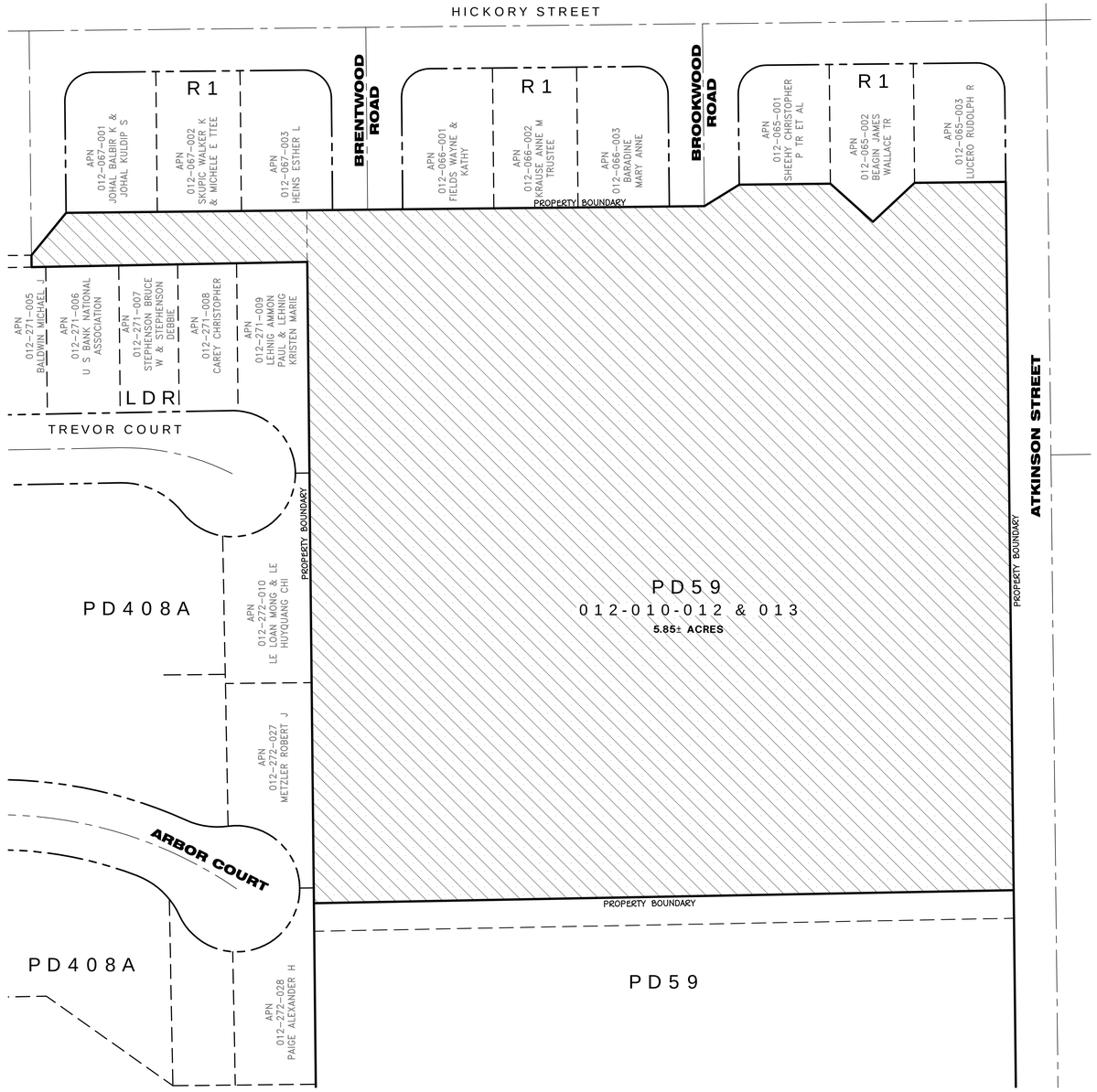


ZONING	LAND USE:
R1	LOW DENSITY RESIDENTIAL
PD59	PLANNED DEVELOPMENT 59 (AMENDED)
PD59	PLANNED DEVELOPMENT 59

EXISTING ZONING



PROPOSED ZONING



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REZONE EXHIBIT FOR:

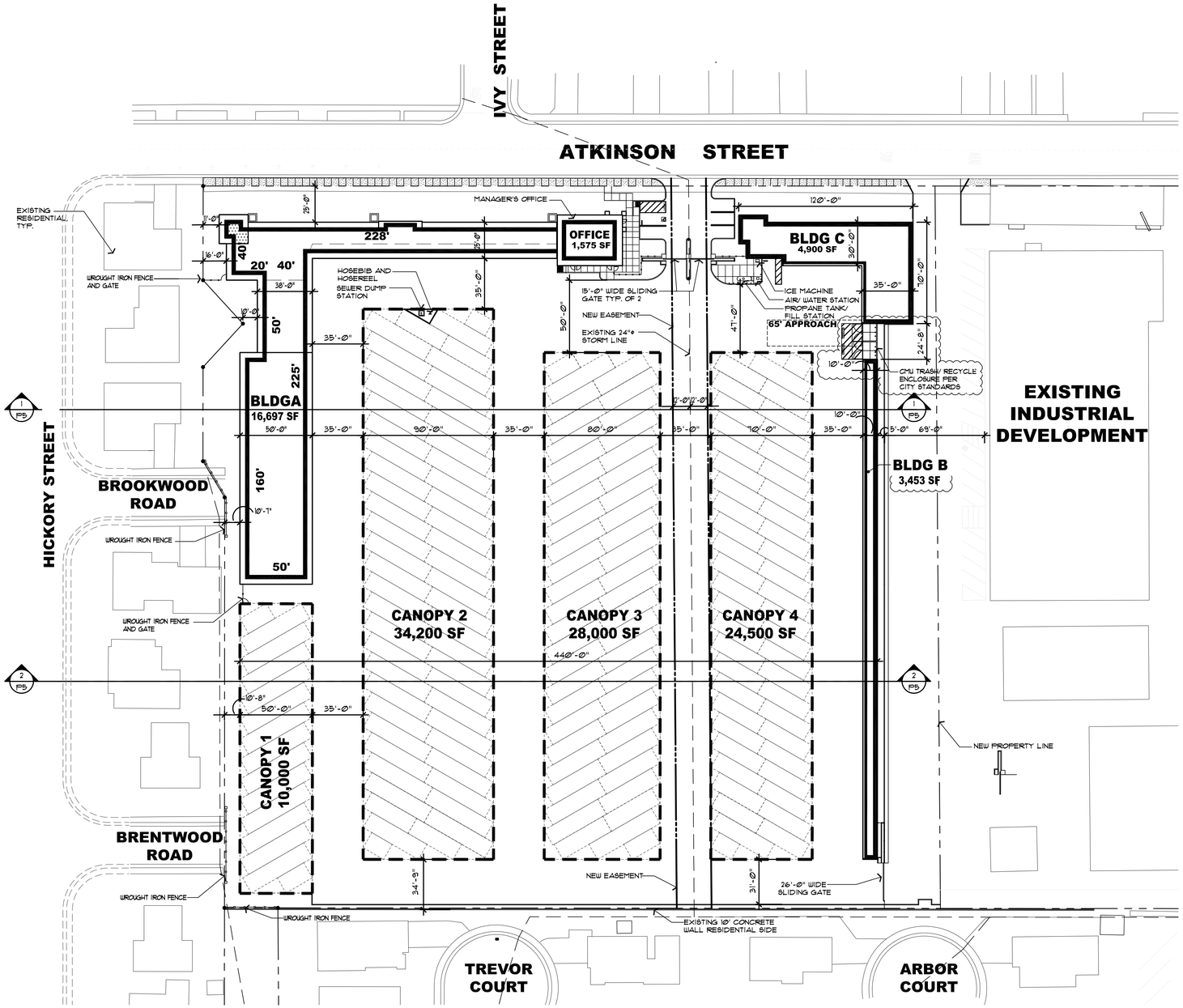
102 ATKINSON STREET

MARCH, 2021

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100 Roseville, CA 95678 (916) 783-8898

S:\Proj\2201\dwg\Planning\Exhibits\2201-Rezone Exhibit.dwg, 04/09/21 10:34:18am, AClark

PC Exhibit C



TABULATION

SITE	254,826 SF (5.85 AC)
STORAGE	25,050 SF
OFFICE	1,575 SF
TOTAL BUILDING	= 26,625 SF
FAR	10.44 %
COVERED RV/ BOAT (163 SPACES)	96,700 SF
PARKING (OFFICE)	6 STALLS

0' 40' 80'

1/40"=1'-0"

PLAN NORTH / TRUE NORTH

Stark Designs ARCHITECTURE
2411 Saint Andrews Dr.
Rocklin, CA 95765
916 390-2236

11.214 B

DATE: 3-25-21 ~~DATE: 3-5-21~~ ~~DATE: 11-1-20~~

P1

PROPOSED SITE PLAN

ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

RDS, LLC

PC Exhibit C



EAST ELEVATION - ATKINSON STREET



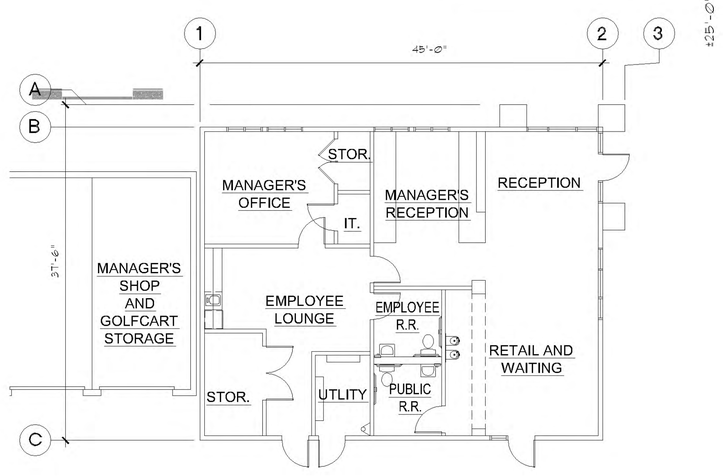
WEST ELEVATION



SOUTH ELEVATION

0' 8' 16'

1/8"=1'-0"



MANAGER'S OFFICE - FLOOR PLAN - PHASE 1

0' 8' 16'

1/8"=1'-0"

KEYNOTES

1. PLASTER WALL
2. METAL ROOFING
3. METAL SIDING
4. FOAM PARAPET CAP
5. ALUMINUM STOREFRONT DOOR
6. WROUGHT IRON SLIDING GATE
7. WROUGHT IRON FENCE
8. HOLLOW METAL DOOR
9. CLEAR GLAZING SET IN ALUMINUM STOREFRONT WINDOW SYSTEM
10. HORIZONTAL/ VERTICAL REVEAL
11. METAL LATICE WORK
12. METAL AUNING
13. GARAGE DOOR
14. BLOCK WALL
15. BLOCK WALL PILASTER WITH PLASTER FINISH
16. OVERHEAD DOOR
17. CONCRETE BASE
18. ACCENT LIGHTING

FINISH SCHEDULE

- (A) FIELD CMU BLOCK WALL- BASALITE 621, SPLIT FACE
- (B) ACCENT CMU BLOCK WALL- BASALITE 621, GROUND FACE
- (C) DEC139 GOLDEN GATE
- (D) METAL SIDING, MINI-V-BEAM META ROOF PANEL COOL MIDNIGHT BRONZE SRI: 27 - LRV.7 - GA:24422
- (E) METAL ROOF/ SLOPED METAL CANOPY, MINI-V-BEAM META ROOF PANEL COOL TERRA-COTTA SRI: 41 - LRV.18 - GA:24422
- (F) METAL FLAT AUNNGS, MINI-V-BEAM META ROOF PANEL COOL MATTE BLACK SRI: 28 - LRV.5 - GA:24422
- (G) WROUGHT IRON
- (H) BLACK ANODIZED ALUMINUM FRAME W/ CLEAR GLAZING
- (I) BLACK ANODIZED ALUMINUM
- (J) CONCRETE BASE- CLEAR SEALER
- (K) 'GLIDDEN' SILVER SWORDPLAY 30BB 45/049

Stark Designs
ARCHITECTURE

11.214

DATE: 11-9-20

P2

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ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

RDS, LLC

PROPOSED MANAGER'S OFFICE ELEVATIONS + PLANS

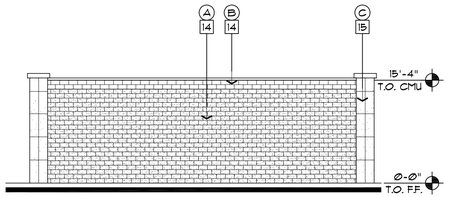
PC Exhibit C

KEYNOTES

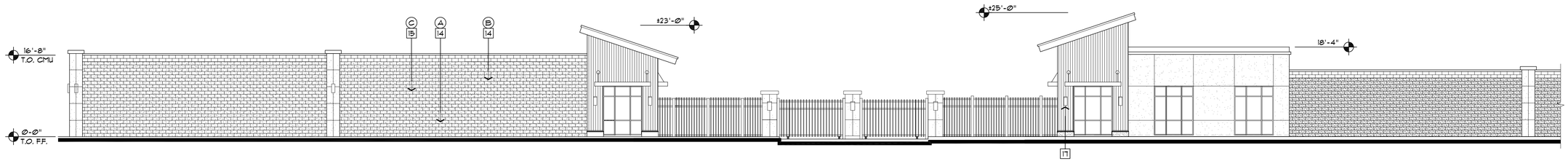
1. PLASTER WALL
2. METAL ROOFING
3. METAL SIDING
4. FOAM PARAPET CAP
5. ALUMINUM STOREFRONT DOOR
6. WROUGHT IRON SLIDING GATE
7. WROUGHT IRON FENCE
8. HOLLOW METAL DOOR
9. CLEAR GLAZING SET IN ALUMINUM STOREFRONT WINDOW SYSTEM
10. HORIZONTAL/ VERTICAL REVEAL
11. METAL LATICE WORK
12. METAL AWNING
13. GARAGE DOOR
14. BLOCK WALL
15. BLOCK WALL PILASTER WITH PLASTER FINISH
16. CONCRETE BASE
17. ACCENT LIGHTING

FINISH SCHEDULE

- (A) FIELD CMU BLOCK WALL- BASALITE 621, SPLIT FACE
- (B) ACCENT CMU BLOCK WALL- BASALITE 621, GROUND FACE
- (C) DEC739 GOLDEN GATE
- (D) METAL SIDING, MINI-V-BEAM META ROOF PANEL COOL MIDNIGHT BRONZE SRI: 27 - LRV:7 - GA:24422
- (E) METAL ROOF/ SLOPED METAL CANOPY, MINI-V-BEAM META ROOF PANEL COOL TERRA-COTTA SRI: 41 - LRV:15 - GA:24422
- (F) METAL FLAT AUNINGS, MINI-V-BEAM META ROOF PANEL COOL MATTE BLACK SRI: 29 - LRV:5 - GA:24422
- (G) WROUGHT IRON
- (H) BLACK ANODIZED ALUMINUM FRAME W/ CLEAR GLAZING
- (I) BLACK ANODIZED ALUMINUM
- (J) CONCRETE BASE- CLEAR SEALER
- (K) 'GLIDDEN' SILVER SWORDPLAY 30BB 45/049

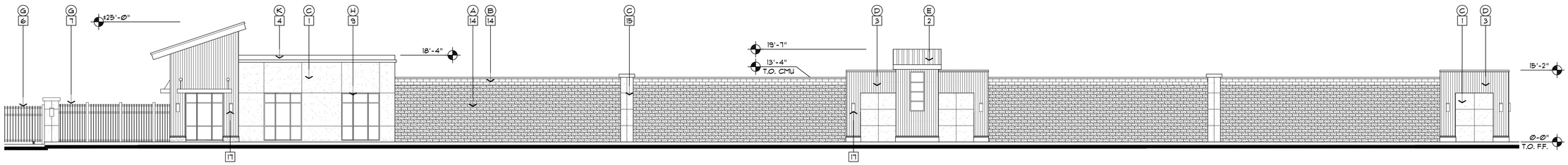


WEST WALL ELEVATION

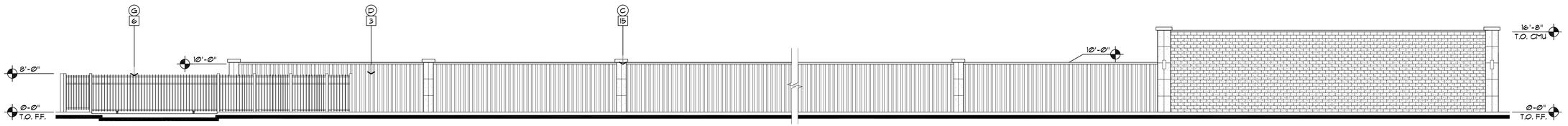


BUILDING 'C' EAST ELEVATION - ATKINSON STREET

BUILDING 'A' EAST ELEVATION - ATKINSON STREET

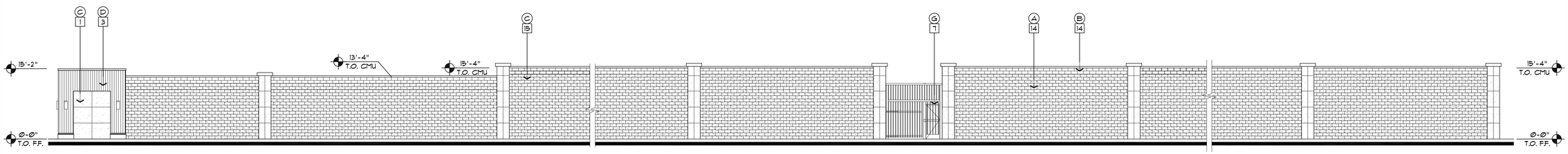


BUILDING 'A' EAST ELEVATION - ATKINSON STREET



BUILDING 'B' SOUTH ELEVATION

BUILDING 'C' SOUTH ELEVATION



BUILDING 'A' NORTH ELEVATION

0' 12' 24'

3/32"=1'-0"

Stark Designs ARCHITECTURE

11.214
DATE: 3-5-21
~~DATE: 11-3-20~~

P3

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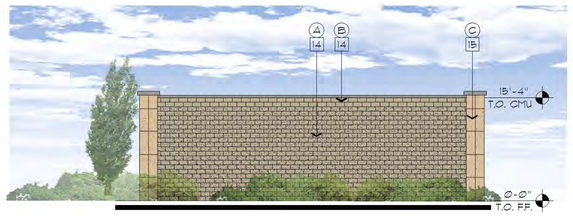
PROPOSED EXTERIOR ELEVATIONS

ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

RDS, LLC

PC Exhibit C



WEST WALL ELEVATION

KEYNOTES

1. PLASTER WALL
2. METAL ROOFING
3. METAL SIDING
4. FOAM PARAPET CAP
5. ALUMINUM STOREFRONT DOOR
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15. BLOCK WALL PILASTER WITH PLASTER FINISH
16. CONCRETE BASE
17. ACCENT LIGHTING

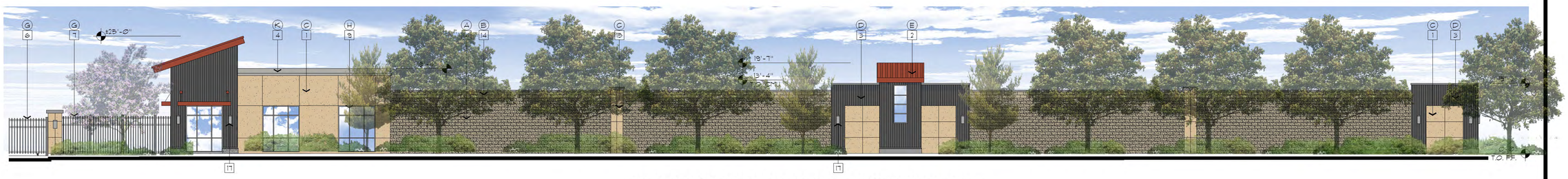
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- (B) ACCENT CMU BLOCK WALL- BASALITE 621, GROUND FACE
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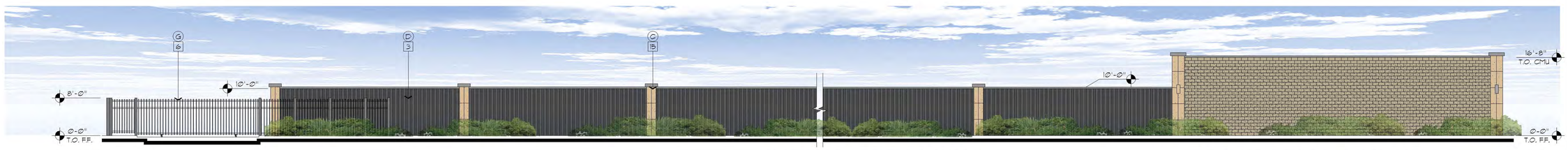


BUILDING 'C' EAST ELEVATION - ATKINSON STREET

BUILDING 'A' EAST ELEVATION - ATKINSON STREET

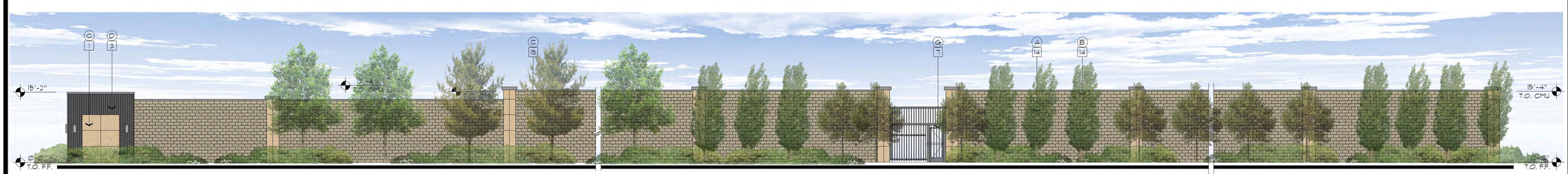


BUILDING 'A' EAST ELEVATION - ATKINSON STREET



BUILDING 'B' SOUTH ELEVATION

BUILDING 'C' SOUTH ELEVATION



BUILDING 'A' NORTH ELEVATION

0' 12' 24'

3/32"=1'-0"

ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

RDS, LLC

PROPOSED EXTERIOR ELEVATIONS

P3

11.214

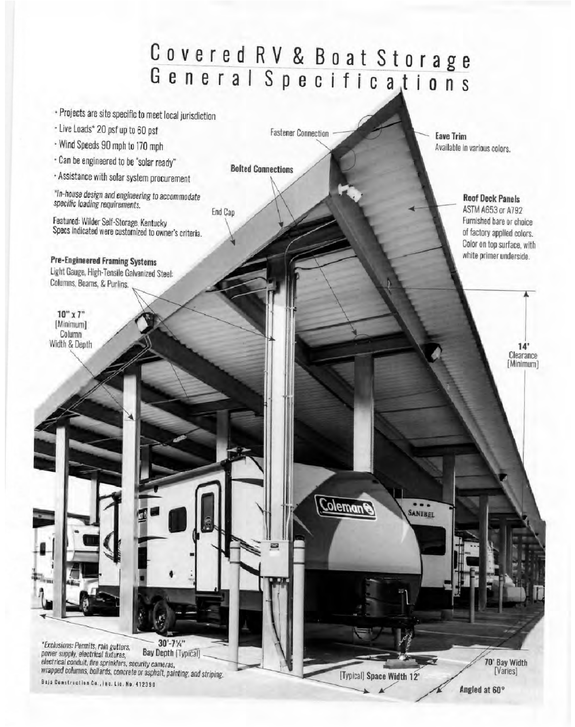
DATE: 3-5-21

~~DATE: 11-9-20~~

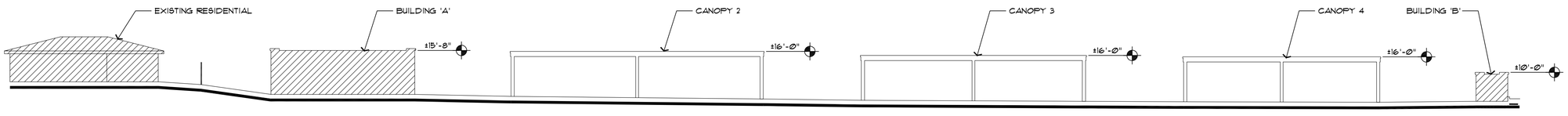
Stark Designs ARCHITECTURE

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PC Exhibit C



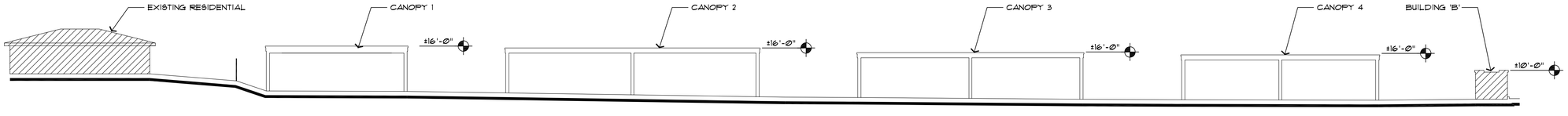
METAL CANOPY EXAMPLE



SITE SECTION PROFILE 1

0' 20' 40'

1/20"=1'-0"



SITE SECTION PROFILE 2

0' 20' 40'

1/20"=1'-0"

Stark Designs
ARCHITECTURE

DATE: 10-12-20

P5

SITE DETAILS

11.214

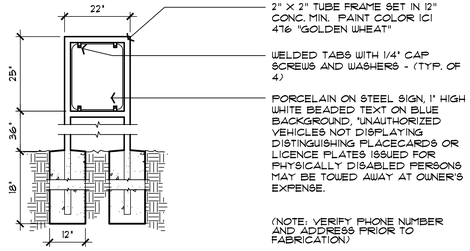
© 2019

ATKINSON SELF STORAGE
AND RV/ BOAT

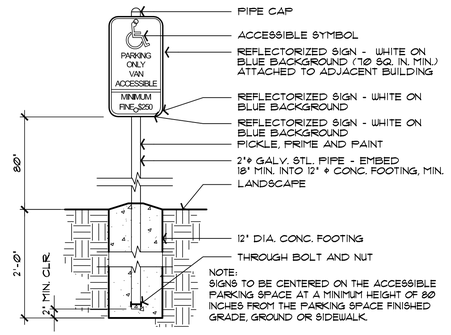
ROSEVILLE, California

RDS, LLC

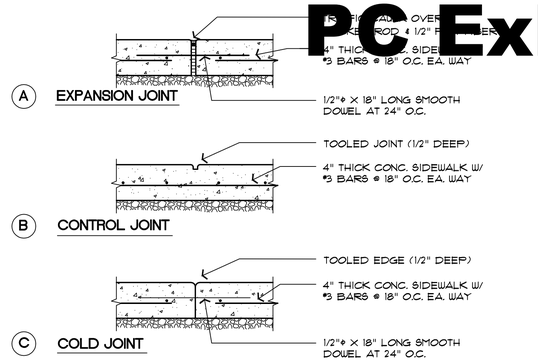
PC Exhibit C



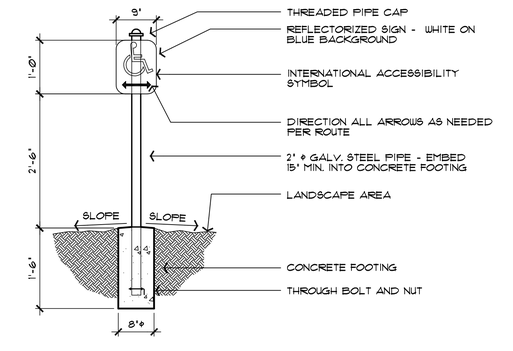
12 ENTRY SIGNAGE 1/2"



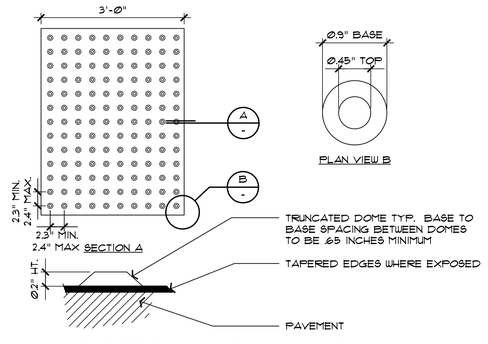
8 ACCESSIBLE SIGNAGE 3/4"



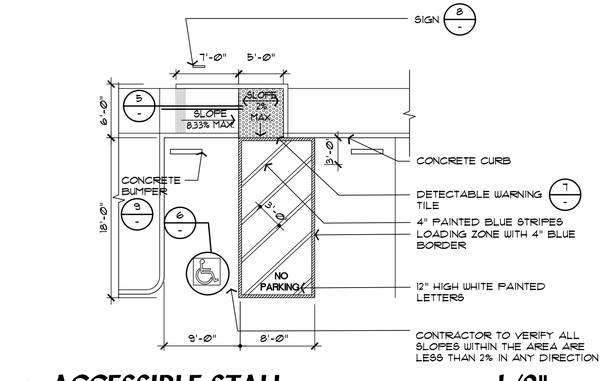
4 CONCRETE JOINTS 1-1/2"



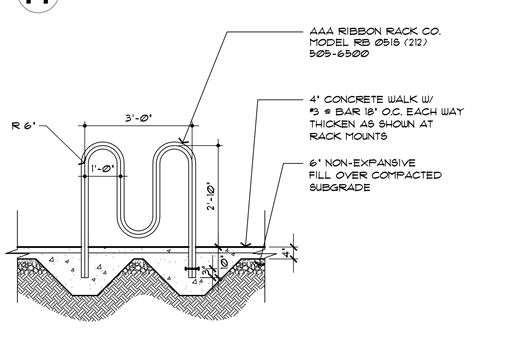
11 ACCESSIBLE PATH SIGN 3/4"



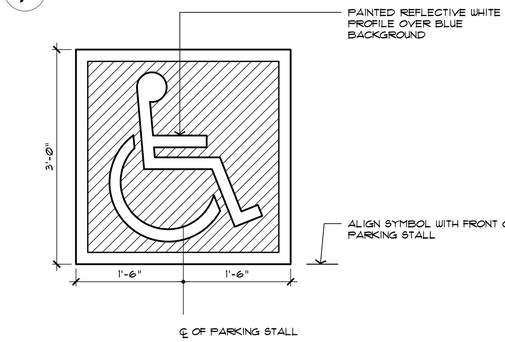
7 DETECTABLE WARNING 1"



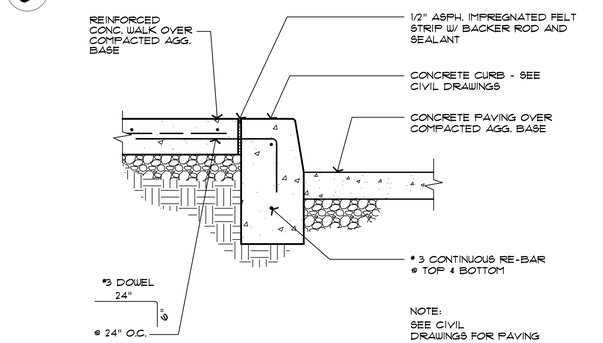
3 ACCESSIBLE STALL 1/8"



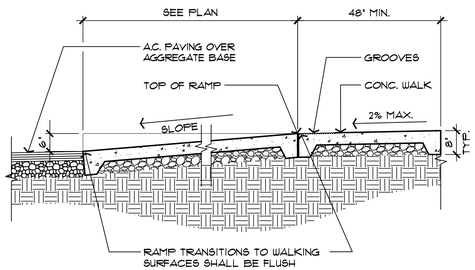
10 BIKE RACK 1/2"



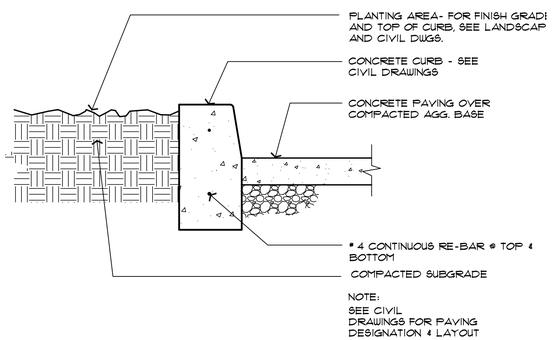
9 CONCRETE WHEEL STOP 1-1/2"



2 CURB AND WALK 1-1/2"



5 RAMP SECTION 1/2"



1 CURB @ LANDSCAPE 1-1/2"

Stark Designs
ARCHITECTURE
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DATE: 10-12-20

P6

SITE DETAILS

11.214

ATKINSON SELF STORAGE AND RV/ BOAT
ROSEVILLE, California
RDS, LLC

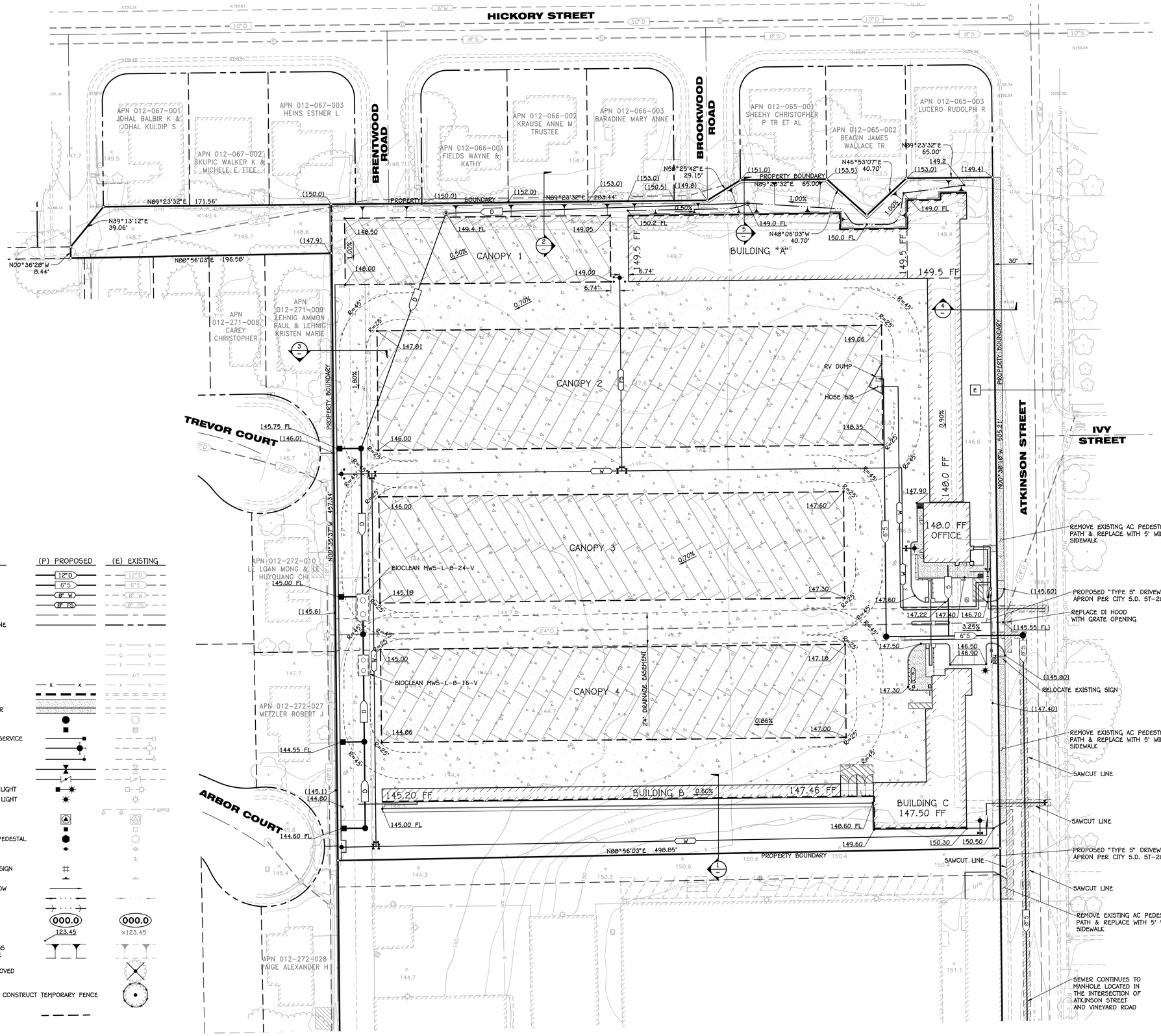
PC Exhibit C

PRELIMINARY GRADING AND UTILITY PLAN FOR:

102 ATKINSON STREET

APN: 012-010-012 & 013

CITY OF ROSEVILLE CALIFORNIA

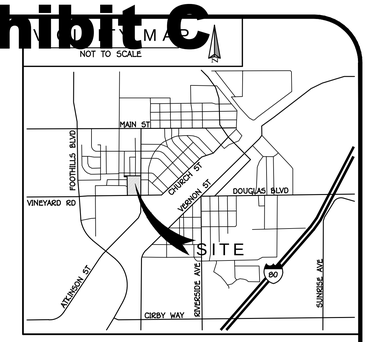


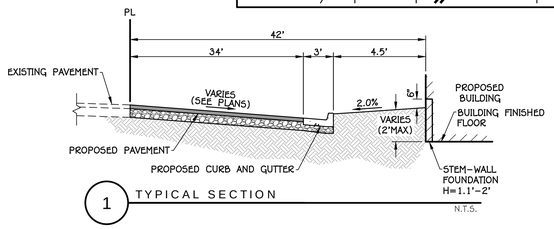
LEGEND

DESCRIPTIONS	(P) PROPOSED	(E) EXISTING
STORM DRAIN	12"D	12"D
SANITARY SEWER	6"S	6"S
WATER MAIN	8" W	8" W
FIRE SERVICE	8" FS	8" FS
CENTERLINE		
RIGHT OF WAY LINE		
BOUNDARY LINE		
ELECTRICAL LINE		E
GAS LINE		G
TELEPHONE LINE		T
JOINT TRENCH		J/T
FENCE	X X	X X
RETAINING WALL		
SIDEWALK WITH CURB AND GUTTER		
MANHOLE	●	○
DRAIN INLET	■	▤
METERED WATER SERVICE		
FIRE HYDRANT		
BLOWOFF VALVE		
GATE VALVE		
BUTTERFLY VALVE		
TYPE 'A' STREET LIGHT		
TYPE 'B' STREET LIGHT		
TRAFFIC SIGNAL		
TRANSFORMER		
PULLBOX		
UTILITY SERVICE PEDESTAL		
UTILITY POLE		
GUY WIRE		
4 SIDED STREET SIGN		
SIGN		
DIRECTION OF FLOW		
FLOWLINE		
SWALE		
PAD ELEVATION	000.0	000.0
ELEVATION	123.45	×123.45
2:1 SLOPE UNLESS NOTED OTHERWISE		
TREE TO BE REMOVED		
TREE TO REMAIN, CONSTRUCT TEMPORARY FENCE		
CANOPY		

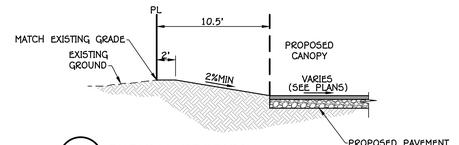
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VICINITY MAP
NOT TO SCALE

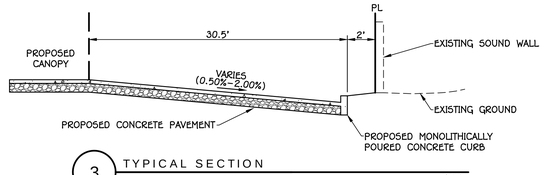




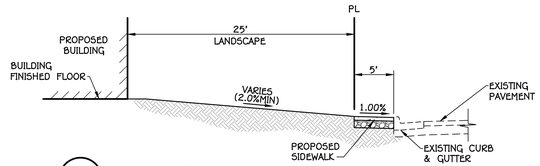
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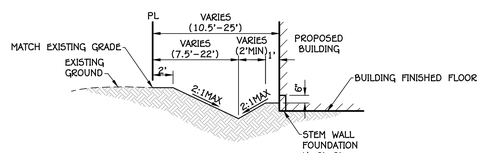
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3 TYPICAL SECTION N.T.S.



4 TYPICAL SECTION N.T.S.



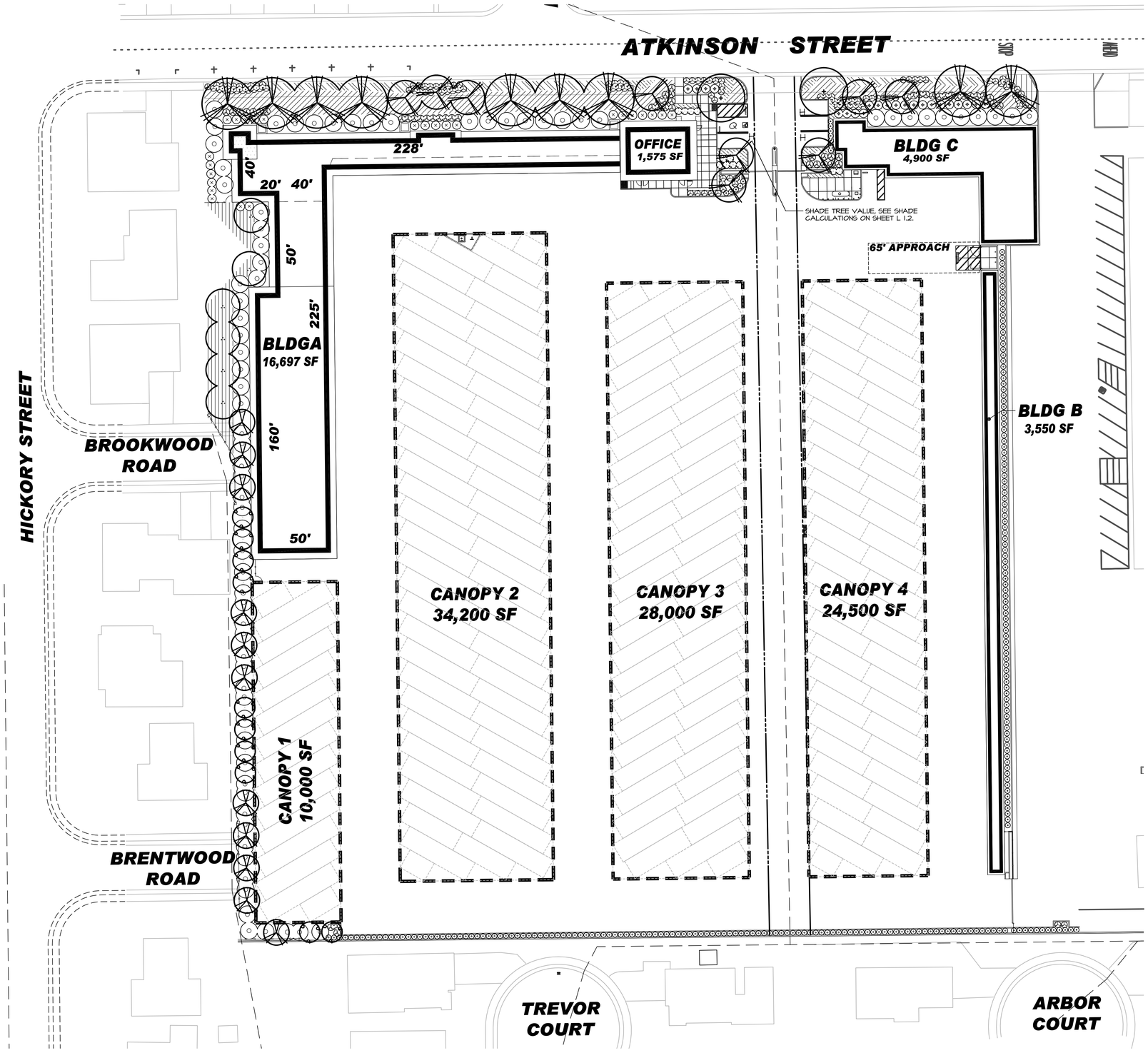
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PRELIMINARY GRADING AND UTILITY PLAN FOR:
102 ATKINSON STREET
MARCH 30, 2021

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100 Roseville, CA 95678 (916) 783-8898

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PC Exhibit C



PLANT SCHEDULE

TREES	CODE
	LAG NAT
	LAU NOB
	PIS KEI
	PYR CAP
	QUE URB
	QUE FAS

SHRUBS	CODE
	CAL LJN
	GRE NOE
	LOR RUB
	NAN COM
	NAN LEM
	XYL CON

GRASSES	CODE
	MUH REG
	MUH RIG

GROUND COVERS	CODE
	ARC EME
	CIS HYB
	COT LOW
	LAN SEL

SEE FULL PLANT SCHEDULE ON SHEET L 1.2

YAMASAKI
LANDSCAPE ARCHITECTURE

JEFF AMBROSIA, ASLA C4057

1223 HIGH STREET
AUBURN, CALIFORNIA 95603
(530) 885-0040
FAX (530) 885-0042
www.yamasaki-la.com

ATKINSON SELF STORAGE
LANDSCAPE DEVELOPMENT PLANS

ATKINSON ST. & HICKORY ST.
ROSEVILLE, CALIFORNIA

These drawings are instruments of service and are the property of Yamasaki Landscape Architecture. All designs and other information on the drawings are for the use on the specified project and shall not be used otherwise without the express written permission of Yamasaki Landscape Architecture.

Sheet Title
PLANTING PLAN

Seal
LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA 4057
Signature
12/22
Renewal Date
3/4/21
STATE OF CALIFORNIA

No.	Date	Revision

Project Mgr.:	JMA	Sheet No.:	L 1.1
Drawn By:	CJM		
Scale:	1"=30'		
Date:	23 NOV 20		
File Name:	AS-PL	of 2 sheets	

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PC Exhibit C

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	LAG NAT	9	Lagerstroemia x 'Natchez' / Crape Myrtle	15 gal
	LAU NOB	6	Laurus nobilis / Sweet Bay	15 gal
	PIS KEI	2	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal
	PYR CAP	10	Pyrus calleryana 'Capital' / Capital Callery Pear	15 gal
	QUE URB	9	Quercus macrocarpa 'Urban Pinnacle' / Urban Pinnacle Oak	15 gal
	QUE FAS	11	Quercus robur fastigiata / Pyramidal English Oak	15 gal

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	CAL LJN	12	Callistemon viminalis 'Little John' / Little John Weeping Bottlebrush	5 gal
	GRE NOE	25	Grevillea x 'Noellii' / Grevillea	5 gal
	LOR RUB	22	Loropetalum chinense rubrum / Chinese Fringe Flower	5 gal
	NAN COM	188	Nandina domestica 'Compacta' / Dwarf Heavenly Bamboo	1 gal
	NAN LEM	70	Nandina domestica 'Lemon Lime' / Lemon Lime Nandina	1 gal
	XYL CON	77	Xylosma congestum / Shiny Xylosma	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	MUH REG	110	Muhlenbergia capillaris 'Regal Mist' / Muhly	5 gal
	MUH RIG	55	Muhlenbergia rigens / Deer Grass	5 gal

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	ARC EME	134	Arctostaphylos uva-ursi 'Emerald Carpet' / Emerald Carpet Manzanita	1 gal	36" o.c.
	CIS HYB	118	Cistus x hybridus 'Little Miss Sunshine' / Little Miss Sunshine Rockrose	1 gal	24" o.c.
	COT LOW	84	Cotoneaster dammeri 'Lowfast' / Lowfast Bearberry Cotoneaster	1 gal	60" o.c.
	LAN SEL	170	Lantana sellowiana / Trailing Lantana	1 gal	60" o.c.

PARKING LOT SHADE CALCULATIONS

TREE SYMBOL	100%	50%	25%
PIS. CHI.		1 (354) = 354	1 (177) = 177
LAG.NAT.		2 (157) = 314	

TOTAL PAVED AREA	1,620 s.f.
SHADE REQUIRED	810 s.f.
SHADE PROVIDED	**845 s.f.**
PERCENT SHADE	**52%**

YAMASAKI
LANDSCAPE ARCHITECTURE

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Sheet Title
PLANTING SCHEDULES

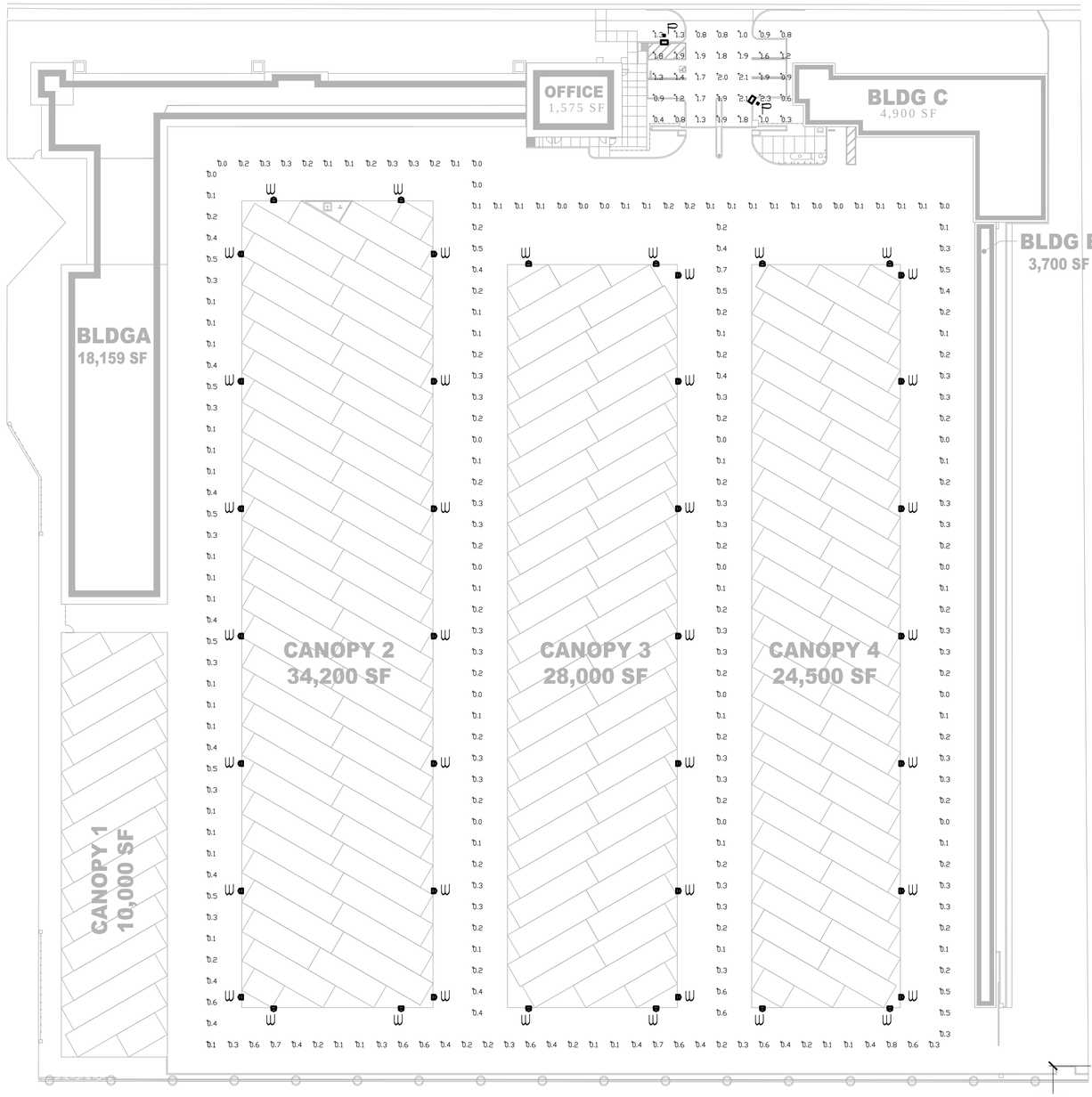
Seal
LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA #4057
Signature
12/22
Renewal Date
3/4/21
Date
STATE OF CALIFORNIA

No.	*Date*	*Revision*

Project Mgr.:	JMA	*Sheet No.:*	
Drawn By:	CJM		*L 1.2*
Scale:	1"=30'		
Date:	23 NOV 20		
File Name:	AS-PL	*of* 2 *sheets*	

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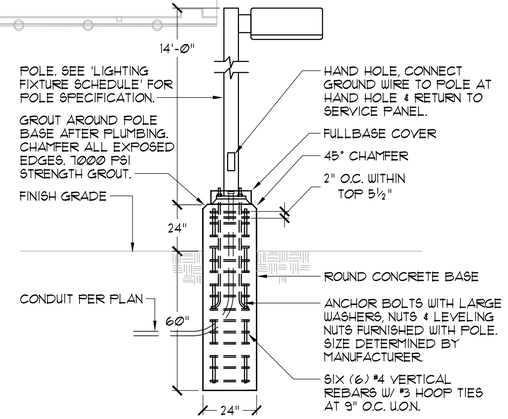


PHOTOMETRIC PLAN

SCALE: 1" = 30'-0"

A
E0

LIGHTING FIXTURE SCHEDULE							
TYPE	MANUFACTURER	FIXT. VOLT.	LAMPS NO.	LAMPS TYPE	INPUT V.A.	MOUNTING	REMARKS
P	LITHONIA *DSX0-LED-P1-30K-T3M-MVOLT-SPA ON 14' POLE	120-277	LED		38	POLE MOUNT 14'-0" ON 2'-0" BASE SEE DETAIL	SINGLE HEAD POLE MOUNT LED LUMINAIRE WITH TYPE III DISTRIBUTION, DARK SKY, FULL CUTOFF STYLE, WET LOCATION
W	LITHONIA *OLW14	120-277	LED		14	SURFACE FACE OF CANOPY +15'-0" AFF	LED WALL PACK WET LOCATION



LITHONIA LIGHTING®

FEATURES & SPECIFICATIONS

INTENDED USE

Provides years of maintenance-free general illumination for outdoor use in commercial applications such as retail, education, multi-unit housing and storage. Ideal for lighting building facades, parking areas, walkways, garages, loading areas and any other outdoor space requiring reliable safety and security.

CONSTRUCTION

Sturdy weather-resistant aluminum housing with a bronze finish, standard unless otherwise noted. A clear polycarbonate lens protects the optics from moisture, dirt and other contaminants.

OPTICS

8 high performance LEDs are powered by a multi-volt (120V-277V) LED driver that uses 18 input watts and delivers 1,800 lumens. 100,000 hour LED lifespan based on IESNA LM-80-08 results and calculated per IESNA TM-21-11 methodology.

ELECTRICAL

Rated for outdoor installations, -40°C minimum ambient.

Adjustable Dusk-to-dawn, multi-volt photocell standard automatically turns light on at dusk and off at dawn for convenience and energy savings.

Photocell can be disabled by rotating the photocell cover.

6KV

Surface or recessed mount. A universal junction box is included standard.

All mounting hardware included.

LISTINGS

UL Certified to US and Canadian safety standards. Wet location listed for mounting higher than 4 feet off the ground.

Tested in accordance with IESNA LM-79 and LM-80 standards.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.

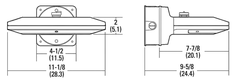
Catalog Number	
Notes	
Type	

Outdoor General Purpose

OLW14

LED WALL PACK





All dimensions are inches (centimeters) unless otherwise indicated.

ORDERING INFORMATION For shortest lead times, configure product using **bolded options.** **Example:** OLW14 WH

OLW14				
Series	**Color temperature (CCT)**[1]	**Voltage**	**Control**	**Finish**
OLW14 1,800 lumen LED wall pack	**(blank)** 5000K[1]	**(blank)** MVOLT (120V-277V)	**(blank)** MVOLT photocell included	WH White

Notes

1 Correlated Color Temperature (CCT) shown is nominal per ANSI C78.377-2008.

OUTDOOR: One Lithonia Way, Conyers, GA 30012 Phone: 1-800-705-SERV (7378) www.lithonia.com © 2011-2020 Acuity Brands Lighting, Inc. All rights reserved. Rev. 10/13/20



D-Series Size 0
LED Area Luminaire

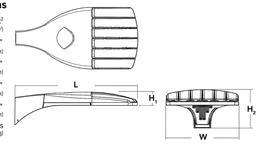
Catalog Number	
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

d-series

Specifications

EPA:	0.95 ft²	(.09 m²)
Length:	26"	(66.0 cm)
Width:	13"	(33.0 cm)
Height$_1$:	3"	(7.62 cm)
Height$_2$:	7"	(17.8 cm)
Weight (max):	16 lbs	(7.20 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution		Voltage	Mounting
DSX0 LED	**Forward optics**	30K 3000 K	T1S Type I short (Automotive)	T5S Type V short[1]	MVOLT (120V-277V)[2,3]	**Shipped included**
	P1 P5	40K 4000 K	T2S Type II short	T5M Type V medium[1]	XVOLT (277V-480V)[2,3,4]	SPA Square pole mounting
	P2 P6	50K 5000 K	T2M Type II medium	T5W Type V wide[1]	120[4]	RPA Round pole mounting[5]
	P3 P7[1]		T3S Type III short	BLC Backlight control[6]	208[4]	WBA Wall bracket[7]
	P4[1]		T3M Type III medium	LCCO Left corner cutoff[6]	240[4]	SPUMBA Square pole universal mounting adaptor[11]
	Rotated optics		T4M Type IV medium	RCCO Right corner cutoff[6]	277[4]	RPUMBA Round pole universal mounting adaptor[11]
	P10[1] P12[1]		TFTM Forward throw medium		347[4]	**Shipped separately**
	P11[1] P13[1,2]		T5VS Type V very short[1]		480[4]	KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[12]

Control options		Other options		Finish (required)	
Shipped installed	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[13,14]	**Shipped installed**		DDBXD Dark bronze	
NLTAIR2 nLight AIR generation 2 enabled[13,14]	PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[13,15]	HS House-side shield[22]		DBLXD Black	
PIRHN Network, high/low motion/ambient sensor[14]	PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[14,15]	SF Single fuse (120, 277, 347V)[4]		DNAXD Natural aluminum	
PER NEMA twist-lock receptacle only (control ordered separately)[16]	PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[14,15]	DF Double fuse (208, 240, 480V)[4]		DWHXD White	
PERS Five-pin receptacle only (control ordered separately)[16,17]	FAO Field adjustable output[23]	L90 Left rotated optics[3]		DDBTXD Textured dark bronze	
PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separately)[16,17]		R90 Right rotated optics[3]		DBLBXD Textured black	
DMG 0-10V dimming extend out back of housing for external control (control ordered separate)[18]		DDL Diffused drop lens[22]		DNATXD Textured natural aluminum	
		HA 50°C ambient operations[1]		DWHGXD Textured white	
		Shipped separately			
		BS Bird spikes[24]			
		EGS External glare shield			

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Stark Designs ARCHITECTURE
2411 Saint Andrews Dr.
Rocklin, CA 95765
916 390-2236
tdws@sbcglobal.net

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DATE: 10-12-20

PROPOSED SITE PLAN E0

REGISTERED PROFESSIONAL ENGINEER TERRY C. HEWES No. E-10629 EXP. 6-30-2021 ELECTRICAL STATE OF CALIFORNIA

Date Signed: November 30, 2020

SACRAMENTO ENGINEERING CONSULTANTS
10555 Old Placerville Road
Sacramento, CA 95827-2503
Phone: (916) 368-4468
www.aocemg.com
REGISTERED IN ALL 50 STATES
Job No. 20678

ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

RDS, LLC

CC Exhibit A

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

NEGATIVE DECLARATION

Project Title/File Number:	INFILL PCL 209 - Atkinson Self-Storage; PL20-0010
Project Location:	102 Atkinson St., Roseville, Placer County, CA APN: 012-010-013-000
Project Applicant:	Regina Reusser, Burrell Consulting Group; (916) 783-8898; 1001 Enterprise Way, Suite 100, Roseville, CA 95678
Property Owner:	Steve Lefler, For: M2 Melody LLC; (916) 747-8890; 4160 Douglas Blvd. Suite 200, Granite Bay, CA 95746
Lead Agency Contact Person:	Sean Morales, Assistant Planner - City of Roseville; (916) 774-5282
Date:	April 21, 2021

Project Description:

The applicant requests a Design Review Permit to allow the construction of a self-storage facility with an office. A rezone is also requested to modify the Planned Development Zone to allow Self-Storage with a Conditional Use Permit (CUP). A CUP is also requested. The proposal would allow the construction of three 1-story self-storage buildings plus an office in one building. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872. The project will also include 163 spaces for outdoor boat and RV storage and 4 canopies.

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. This Negative Declaration reflects the independent judgment of the lead agency.

CC Exhibit A

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number:	INFILL PCL 209 - Atkinson Self-Storage; PL20-0010
Project Location:	102 Atkinson St., Roseville, Placer County, CA APN: 012-010-013-000
Project Description:	The applicant requests a Design Review Permit to allow the construction of a self-storage facility with an office. A rezone is also requested to modify the Planned Development Zone to allow Self-Storage with a Conditional Use Permit (CUP). A CUP is also requested. The proposal would allow the construction of three 1-story self-storage buildings plus an office in one building. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872. The project will also include 163 spaces for outdoor boat and RV storage and 4 canopies.
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Lead Agency Contact:	Sean Morales, Assistant Planner, (916) 774-5282

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on 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.

CC Exhibit A

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Initial Study Checklist

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CC Exhibit A

PROJECT DESCRIPTION

Project Location

The project site is located at 102 Atkinson Street in the City's Infill Planning Area (Figure 1). The site is zoned PD59 (Planned Development 59) and is currently developed with a parking lot. The site is surrounded by single-family residential subdivisions to the east, north, and west, and a light industrial/commercial development to the south. See Table 1 for the land use designations and uses of the subject and surrounding properties.

Figure 1. Project Location



Table 1: Site and Vicinity Land Use Designations

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	PD59	CC	Parking Lot
North	R1	LDR-5	Single-Family Subdivision
South	M1	CC	Light Industrial/Commercial
East	R1/R2	LDR-5	Single-Family Subdivision
West	PD408A	LDR-6.8	Single-Family Subdivision

Background

The project is located within the City's Infill area. The Infill area, while not subject to a specific plan, is a recognized planning subarea of the City. The area consists of 8,478 gross acres in what historically has been the central core of Roseville, as well as the areas that were the focus of growth in the City until the early 1980s. With the exception of scattered parcels of limited acreage, the Infill area is close to being fully developed. The land use in this area incorporates a mix of residential neighborhoods, commercial and industrial uses and

amenities to serve the residents of the community. The project site is developed with a parking lot that was associated with the Denio's Auction Yard. The property has served as a parking lot and vehicle storage lot.

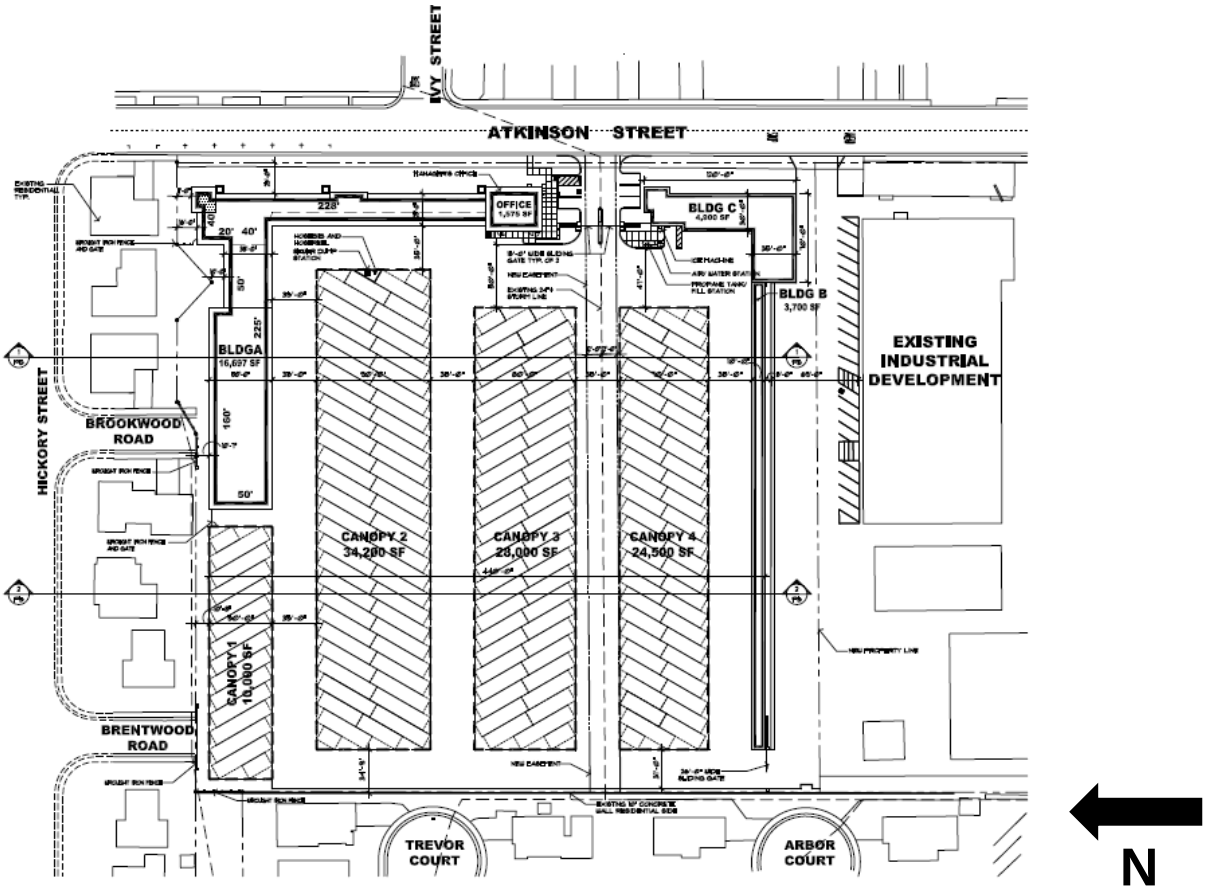
Environmental Setting

The project site is an infill property located in an urbanized setting. The site includes frontage on Atkinson Street, which is a two-lane roadway, and includes a sidewalk. The asphalt parking lot runs up to the front property line along the entire frontage with no landscape setback. The project site is situated at-grade and is relatively flat with a slight rise toward the north of the site. There is a slender outcropping on the northwest corner of the site that is not paved and contains non-native grasses. The rest of the site is covered is asphalt. There are no structures on the property.

Proposed Project

The project consists of a request to allow construction of a self-storage facility with a manager's office (Figure 2). The proposal includes three 1-story self-storage buildings plus an office building. Four canopy structures for outdoor storage of vehicles are also proposed. The total square footage for the self-storage buildings is 25,297 sf. The total square footage for the office is 1,575 sf for an overall total of 26,872 sf. Construction will also include six public parking spaces, and the associated landscaping, lighting, and drive aisles.

Figure 2. Site Plan



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 Design and Construction Standards (Resolution 16-75)
- 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:
    - North Roseville Area Design Guidelines (Resolution 92-226)

OTHER ENVIRONMENTAL DOCUMENTS RELIED UPON

- Amoruso Ranch Specific Plan Final Environmental Impact Report

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, and thus 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 an area developed with office and industrial uses adjacent to the Union Pacific Railroad to the west and Industrial Avenue to the east. The only public view of the site and its visual setting is from Industrial Avenue and its adjacent sidewalks. The view includes no distinct topography or other visual elements. During the winter the site is green and covered with grasses and small annual plants, and during the summer the grasses turn brown. The background of the view includes the Union Pacific Railroad tracks with industrial and office uses beyond. The site is in a highly urbanized visual setting.

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 area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			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, b, and c, 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 as a result lacks any prominent or high-quality natural features which could be negatively impacted by development. The City of Roseville has adopted Community Design Guidelines (CDG) for the purpose of creating building and community designs which are a visual asset to the community. The CDG includes guidelines for building design, site design and landscape design, which will result in a project that enhances the existing urban visual environment. When buildings and associated site improvements are proposed for the site they will be reviewed for consistency with these guidelines. Accordingly, the aesthetic impacts of the project 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 is conditioned to comply with City standards (i.e. CDG) 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 thus the project will not contribute to an increased source of glare.

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
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 PM_{10} 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–c, 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 or other emissions. 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 emissions are detectable/present, and the nature and intensity of the emission source.

Discussion of Checklist Answers:

a–c) 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**.** A project-level analysis has been prepared to determine whether the project will, on a singular level, exceed the established thresholds.

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, a general commercial project must involve more than 200,000 square feet of building area, and a general industrial project must involve nearly 900,000 square feet of building area, before the project will result in NOx emissions that exceed 55 lbs/day and exceed the PCAPCD significance thresholds for criteria pollutants. The project involves construction of 26,872 square feet of non-residential buildings on a 3.27-acre site 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 self-storage facility, the operations of which are 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.

The proposed project would not exceed the applicable thresholds of significance for air pollutant emissions during construction or operation. As such, the project would not conflict with or obstruct implementation of the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan* (which is the SIP) or contribute substantially to the PCAPCD's nonattainment status for ozone. In addition, because the proposed project would not produce substantial emissions of criteria air pollutants, CO, or TACs, adjacent residents would not be exposed to significant levels of pollutant concentrations during construction or operation. Therefore, implementation of the proposed project would result in less than significant impacts, and consistent with the analysis methodology outlined in the Significance Thresholds and Regulatory Setting section, cumulative impacts are less than significant.

With regard to TAC, there are hundreds of constituents which are considered toxic, but they are typically generated by stationary sources like gas stations, facilities using solvents, and heavy industrial operations. The proposed project is not a TAC-generating use, nor is it within the specified buffer area of a TAC-generating use, as established in the *Air Quality and Land Use Handbook – A Community Health Perspective*. Impacts due to substantial pollutant concentrations 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 site is largely covered with an asphalt parking lot and contains little vegetation. Live vegetation on the site is located along the northern property line in a 10-30 foot landscape area containing various tree, shrub and brush species.

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	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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
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.

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 <u>does not</u> 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 trees and various trees on-site. These few small trees do not provide suitable habitat for nesting birds or any special status species and construction activities do not have the potential to disrupt offsite nesting.

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,f) Evaluation of the site shows there are no trees on-site that are subject to the City of Roseville Tree Preservation Ordinance. 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 in Section 15064.5?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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–c 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 General Plan EIR; however, standard mitigation measures apply which are designed to reduce impacts to cultural resources, should any be found on-site. These measures are included as standard measures on all City improvement plans. The measure requires an immediate cessation of work, and contact with the appropriate agencies to address the resource before work can resume. No additional mitigation is required.

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 Amoruso 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	
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?			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, 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 proposes development of a 26,872 square-foot self-storage facility. 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	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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	
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 geological 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–f 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 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 archeological resources, which for this evaluation will include paleontological resources (Policies 1 and 2). Section 50987.5 of the California Public Code Section is only applicable to public land; this section prohibits the excavation, removal, destruction, or defacement/injury to any vertebrate paleontological site, including fossilized footprints or other paleontological feature.

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 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-ramona complex , which are not listed as geologically unstable or sensitive.

f) No paleontological resources are known to exist on the project site per the General Plan 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. The project will not result in any new impacts beyond those already discussed and disclosed in the General Plan EIR; 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 (CO_2), methane (CH_4), nitrous oxide (N_2O), and fluorinated gases. As explained by the United States Environmental Protection Agency[2], 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

[1] United States Geological Survey, http://earthquake.usgs.gov/learn/glossary/?term=active%20fault, Accessed January 2016

[2] http://www3.epa.gov/climatechange/science/overview.html, Accessed January 2016

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	

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 509[3] 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 CO_2e/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 CO_2e/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 3 below.

[3] Includes Pavely and Renewables Portfolio Standard reduction

Table 3: GHG Significance Thresholds

Bright-line Threshold 10,000 MT CO_2e/yr			
Residential Efficiency (MT CO_2e/capita[1])		Non-Residential Efficiency (MT CO_2e/ksf[2])	
Urban	Rural	Urban	Rural
4.5	5.5	26.5	27.3
De Minimis Threshold 1,100 MT CO_2e/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.

The proposed project includes a new 1-story self-storage facility across three buildings including an office area. As discussed in the Transportation section of this Initial Study, the project is consistent with the City's General Plan and will not create additional trips that have not already been evaluated in the General Plan EIR.

The City's GPU EIR included an analysis of GHG emissions, which would result from buildout of the City's General Plan. The EIR concluded that General Plan build out would exceed the City's threshold of 2.25 MT CO_{2e} per service population and that the affect was cumulatively considerable. Although mitigation measures were adopted as part of the General Plan those measures would not reduce impacts to less-than-significant levels and impacts were considered significant and unavoidable. The proposed project is consistent with the land use assumptions in the GPU EIR and does not require further analysis per the tiering provisions of CEQA. The project includes reasonable and feasible design measures to reduce emissions, including implementation of the latest Cal-Green and energy efficiency code requirements. The buildings will incorporate several alternative transportation measures like bike storage or racks. The project complies with General Plan policy related to GHG and the project does not result in any new GHG impacts not previously analyzed in the GPU EIR; therefore, impacts are less than significant.

IX. Hazards and Hazardous Materials

There are no listed hazardous sites within the project vicinity and the proposed use does not involve the use of hazardous materials. Asbestos and lead, which can be present in older buildings, are not onsite as the site is currently developed with an asphalt parking lot.

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 though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
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

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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–g 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 private use airport. Therefore, no further discussion is provided for item 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.

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) See response to Items (a) and (b) above. While development of the site will result in the use, handling, and transport of materials deemed to be hazardous, the materials in question are commonly used in both residential and commercial applications, and include materials such as bleach and herbicides. The project will not result in the use of any acutely hazardous materials, substances, or waste.

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 65962.5[4]; 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 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	

[4] http://www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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	
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 innundation?				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 Designation of Community Commercial and is zoned PD59 (Planned Development 59). The site is surrounded by a City of Roseville residences to the north, west, and east, and a businesses to the south.

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 of an agency 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 and b 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.

Discussion of Checklist Answers:

a) The project area has been master planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project will not physically divide an established community.

b) As part of project review, staff considered consistency with all City policies and regulations, including those which are intended to avoid an environmental effect, and found the project to be consistent.

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
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 includes a proposed self-storage facility. Potential sources of noise at a self-storage facility include people talking, people moving items into/out of storage, and vehicles driving. These are typical noises which occur in any non-residential development, and typically do not generate substantial noise volumes. The nearest sensitive receptors are the residents within the residential area to the north and west of this site. In the existing condition, the City of Roseville General Plan Noise Element Figure IX-1 indicates the residential neighborhood is not within the existing 60 to 65 dB noise contours resulting from the railyards. Approximately half of the project is located within the existing 60 to 65 dB noise contours resulting from the railyards. Both the project site and adjacent residences are within the future expected 60 to 65 dB noise contours resulting from expected activity at the railyards.

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
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 proposed project includes construction of a self-storage facility. Self-storage facilities produce very low noise levels including people talking, people moving items into/out of storage, and vehicles driving. Overall, the proposed use is not considered to be a substantial noise-generating source. The project will not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of City standards; thus, impacts are less than significant.

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 Infill Area and has a land use designation of CC (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 and b 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. Therefore, while the project in question will induce some level of growth, this growth was already identified and its effects disclosed and mitigated within the General Plan EIR. Therefore, the impact of the project is less than significant.

b) The project site is currently developed with a parking lot. No housing exists on the project site, and there would be no impact with respect to these criteria.

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 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 City's General Plan addressed the level of public services which would be needed to serve the planned growth within the City. 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. Commercial and industrial projects, such as this, do not generate student, parkland, or library service demands; therefore, no discussion is provided for checklist questions c, d, or e.

Discussion of Checklist Answers:

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) Pursuant to the Development Agreement for the project area, the developer is required to pay fees into a Community Facilities District, which provides funding for police services. Sales taxes and property taxes resulting from the development will add revenue to the General Fund, which also serves to fund police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

XVI. Recreation

There are no existing or planned parks or other recreation facilities adjacent to the site.

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, b) Commercial and industrial projects do not generate park demand or park users, and the project does not include any recreation facilities. Therefore, there are no impacts with respect to these criteria.

XVII. Transportation

The project site is located on Atkinson Street, a two-lane collector roadway. A non-separated sidewalk leads to the site from the developments to the north and south. One public ingress and egress driveway is proposed from Atkinson Street onto the site. A sliding gate at the southwest of the project will allow connection to the property to the south and onto Atkinson Street.

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	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			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, and Short-Range Transit Plan, and General Plan Circulation Element. The project is evaluated for consistencies with these plans and the policies contained within them, which includes an analysis of delay. 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 vehicle miles traveled (VMT). Projects within one-half mile of either an existing major transit stop[5] or a stop along an existing high quality transit corridor[6] 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.

[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.

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. All facilities identified in these plans for this area are already installed, and the project does not impact or conflict with these planning documents. In addition, the proposed project is consistent with the underlying land use designations, and does not contribute new, unanticipated trips; a cumulative conditions traffic model is not required. After review by City Engineering, it was also determined that an access and circulation analysis was not needed, as there are no peculiar or challenging characteristics to either the project or the existing circulation system. The project is consistent with the most recent Citywide traffic analysis within the Amoruso Ranch Specific Plan EIR, and will not result in any new or unanticipated impacts with respect to the City's Level of Service policy.

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 an infill 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 General Plan EIR included a historic and cultural resources study, which included research on whether any listed or eligible sites had been documented in the project area. No such sites were found. However, standard mitigation measures apply which are designed to reduce impacts to any previously undiscovered resources, should any be found on-site. As discussed in the Cultural Resources section of this document, these measures are included in all City improvement plans. The measure requires an immediate cessation of work, and contact with 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 General Plan EIR; project-specific impacts are less than significant.

b) Notice of the proposed project was mailed to tribes which had requested such notice pursuant to AB 52 and SB18. A request for consultation was not received. As discussed in item a, above, no resources are known to occur in the area. However, standard mitigation measures apply which are designed 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. The project will not result in any new impacts beyond those already discussed and disclosed in the General Plan EIR; project-specific impacts are less than significant.

XIX. Utilities and Service Systems

There are existing storm drains along Foothills Blvd. and Pleasant Grove Blvd. as well as on the site. Storm drains on the site outfall into an existing drainage course. The proposal with the project is to fill the existing drainage course and construct a new storm drain to take the drainage between existing storm drains on the site. No wastewater treatment is necessary as there is none currently on the site and the project involves grading only.

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–e listed above.

Discussion of Checklist Answers:

a) The project will involve minor storm water infrastructure to be constructed within the project site. However, these facilities will be constructed in locations where site development was expected to occur and existing drainage facilities are adequately sized to accommodate the storm water flows from the project site. There are no additional impacts to the storm drain 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 project is consistent with existing land use designations, and is therefore consistent with the assumptions of the UWMP and AR WSA. 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 Dry Creek Wastewater Treatment Plant (DCWWTP). 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 DCWWTP has the capacity to treat 18 million gallons per day (mgd) and is currently treating 8.9 mgd. The volume of wastewater generated by the proposed project could be accommodated by the facility; 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. 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

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				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–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) Therefore, 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
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				
c) Does the project have environmental effects 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 General Plan EIR, and mitigation measures have already been incorporated via the General Plan EIR. 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.

CC Exhibit A

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the 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 clearly WILL NOT have a significant effect on the environment and a *NEGATIVE DECLARATION* has been prepared.

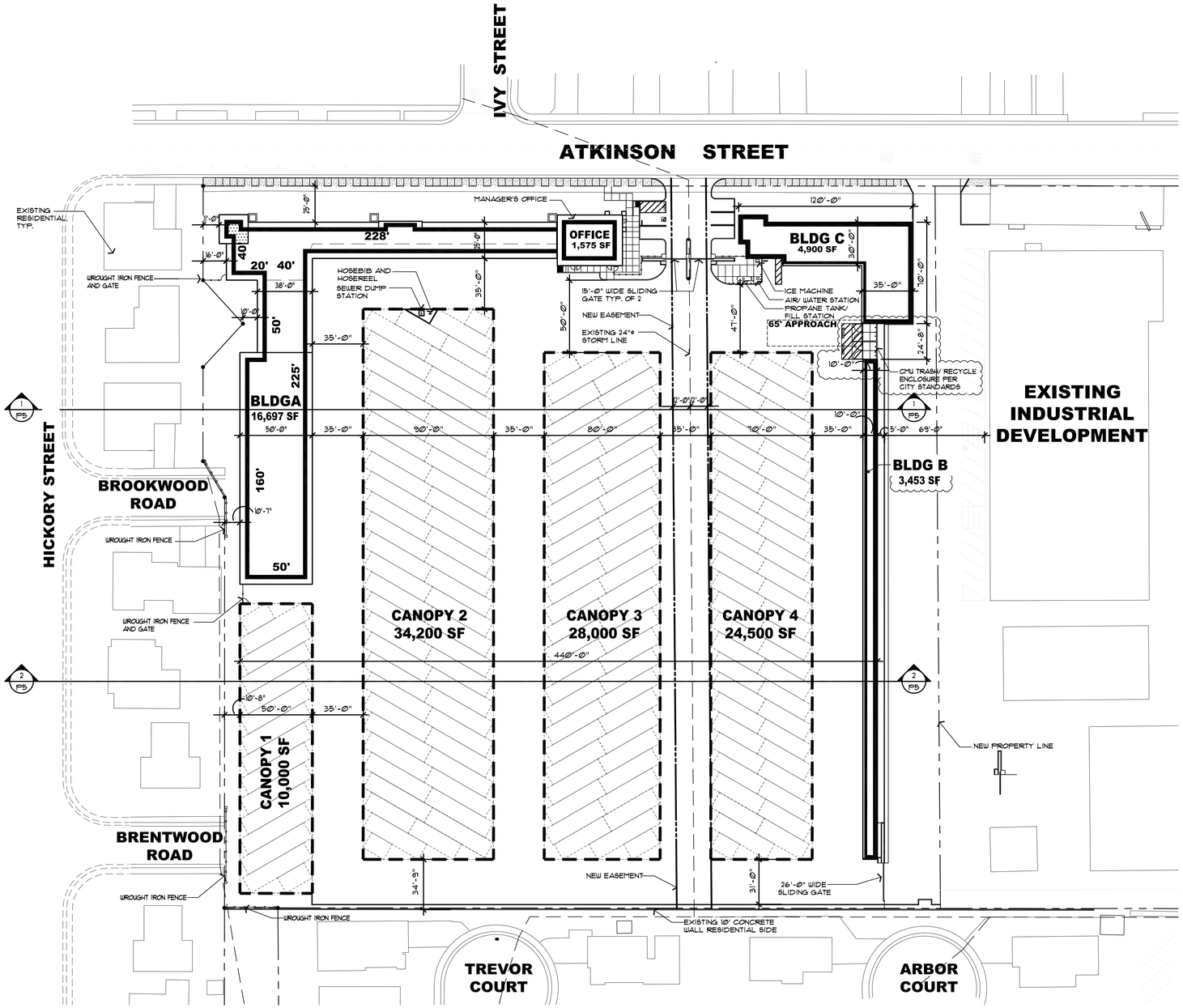
Initial Study Prepared by:

Sean Morales, Assistant Planner
City of Roseville, Development Services – Planning Division

Attachments:

1. Site Plan
2. Grading Plan

CC Exhibit A



TABULATION

SITE	254,826 SF (5.85 AC)
STORAGE	25,050 SF
OFFICE	1,575 SF
TOTAL BUILDING	= 26,625 SF
FAR	10.44 %
COVERED RV/ BOAT (163 SPACES)	96,700 SF
PARKING (OFFICE)	6 STALLS

0' 40' 80'

1/40"=1'-0"

PLAN NORTH / TRUE NORTH

Stark Designs ARCHITECTURE
2411 Saint Andrews Dr.
Rocklin, CA 95765
916 390-2256

11.214 B

DATE: 3-25-21 ~~DATE: 3-5-21~~ ~~DATE: 11-1-20~~

P1

PROPOSED SITE PLAN

ATKINSON SELF STORAGE AND RV/ BOAT

ROSEVILLE, California

RDS, LLC

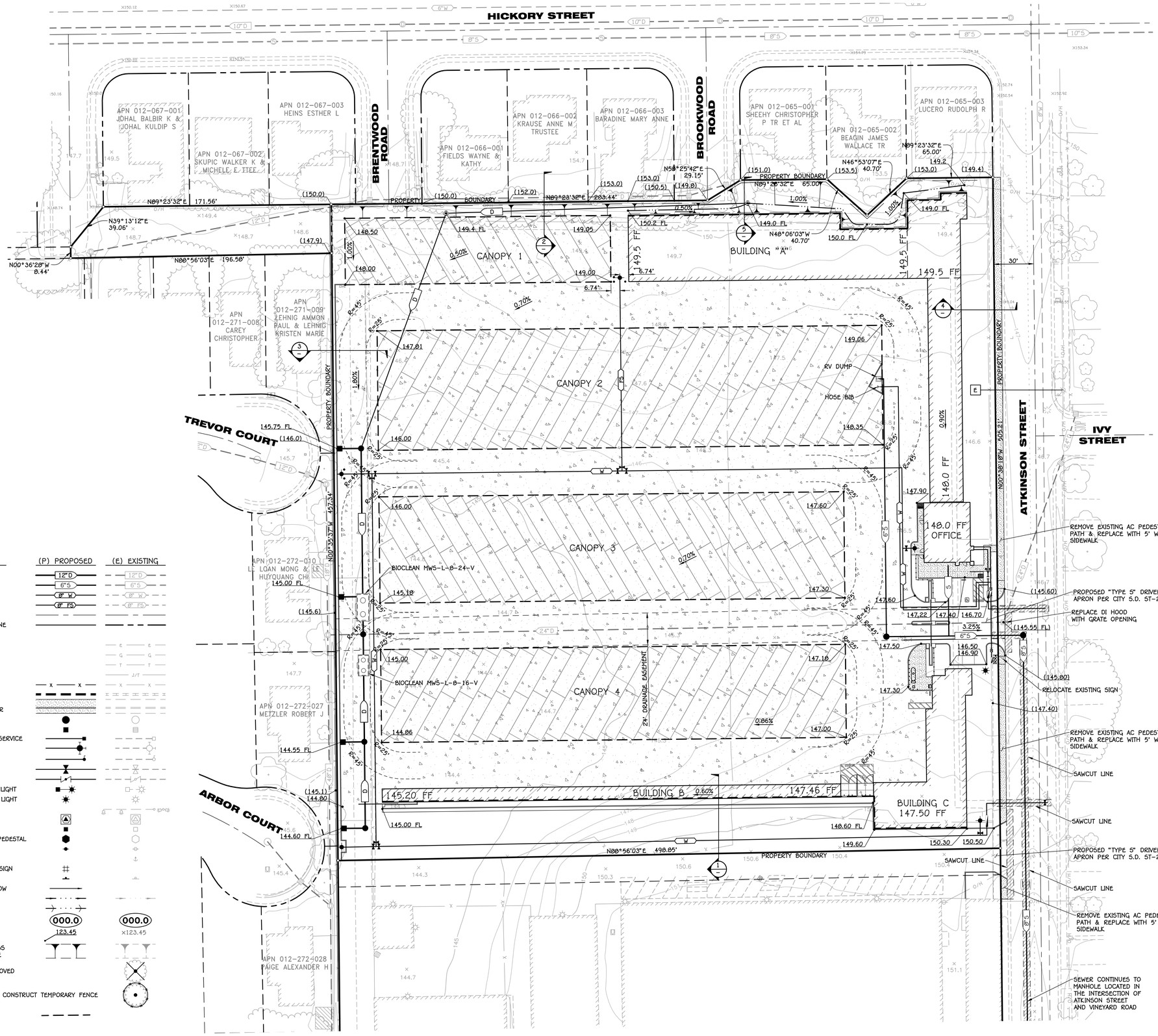
CC Exhibit A

PRELIMINARY GRADING AND UTILITY PLAN FOR:

102 ATKINSON STREET

APN: 012-010-012 & 013

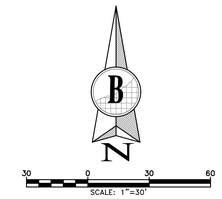
CITY OF ROSEVILLE CALIFORNIA

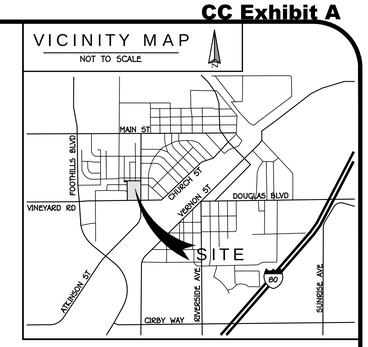


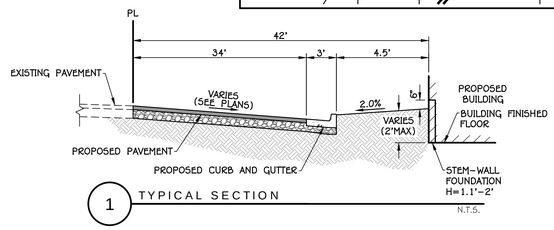
LEGEND

DESCRIPTIONS	(P) PROPOSED	(E) EXISTING
STORM DRAIN	12"D	12"D
SANITARY SEWER	6"S	6"S
WATER MAIN	8" W	8" W
FIRE SERVICE	8" FS	8" FS
CENTERLINE		
RIGHT OF WAY LINE		
BOUNDARY LINE		
ELECTRICAL LINE		E
GAS LINE		G
TELEPHONE LINE		T
JOINT TRENCH		J/T
FENCE	X X	X X
RETAINING WALL		
SIDEWALK WITH CURB AND GUTTER		
MANHOLE		
DRAIN INLET		
METERED WATER SERVICE		
FIRE HYDRANT		
BLOWOFF VALVE		
GATE VALVE		
BUTTERFLY VALVE		
TYPE 'A' STREET LIGHT		
TYPE 'B' STREET LIGHT		
TRAFFIC SIGNAL		
TRANSFORMER		
PULLBOX		
UTILITY SERVICE PEDESTAL		
UTILITY POLE		
GUY WIRE		
4 SIDED STREET SIGN		
SIGN		
DIRECTION OF FLOW		
FLOWLINE		
SWALE		
PAD ELEVATION	000.0	000.0
ELEVATION	123.45	×123.45
2:1 SLOPE UNLESS NOTED OTHERWISE		
TREE TO BE REMOVED		
TREE TO REMAIN, CONSTRUCT TEMPORARY FENCE		
CANOPY		

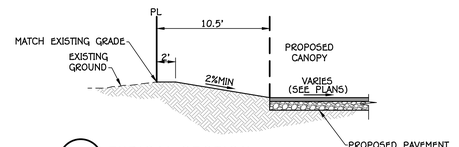
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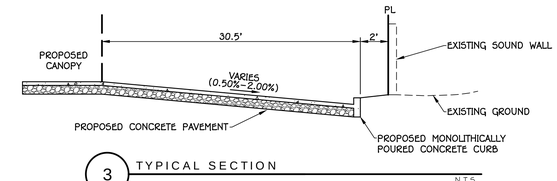




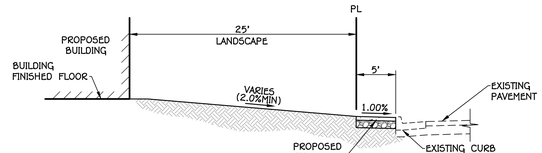
1 TYPICAL SECTION N.T.S.



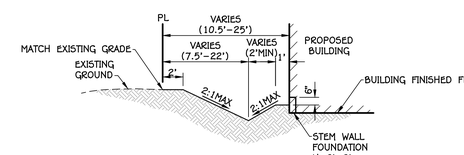
2 TYPICAL SECTION N.T.S.



3 TYPICAL SECTION N.T.S.



4 TYPICAL SECTION N.T.S.



5 TYPICAL SECTION N.T.S.

PRELIMINARY GRADING AND UTILITY PLAN FOR:

102 ATKINSON STREET

MARCH 30, 2021

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100 Roseville, CA 95678 (916) 783-8898

S:\Proj\2201\Wrkg\Planning\PGUP\2201-PGUP.dwg, 04/08/21 08:56:04am, ACtark

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 AND NO. 1429 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is consistent with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the General Plan and any applicable Specific Plan of the City.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, and Ordinance No. 1429 are amended to change the zoning of that portion of certain real property within the City of Roseville known as Infill Parcel 209 and Infill Parcel 17, as shown and so designated in Exhibit "B", which is attached hereto and incorporated herein by reference, from 5.68 acres of Planned Development 59 (PD 59) allowing a parking lot use and .17 acres of Single-Family Residential (R1), to 5.85 acres of Planned Development 59 (PD 59) allowing a personal storage facility with recreational vehicle and boat storage use.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 20___, by the following vote on roll

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

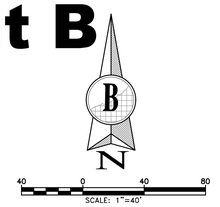
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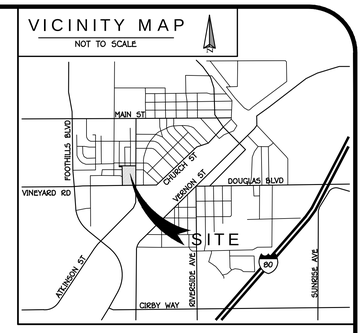
102 ATKINSON STREET

CC Exhibit B

APN: 012-010-012 & 013

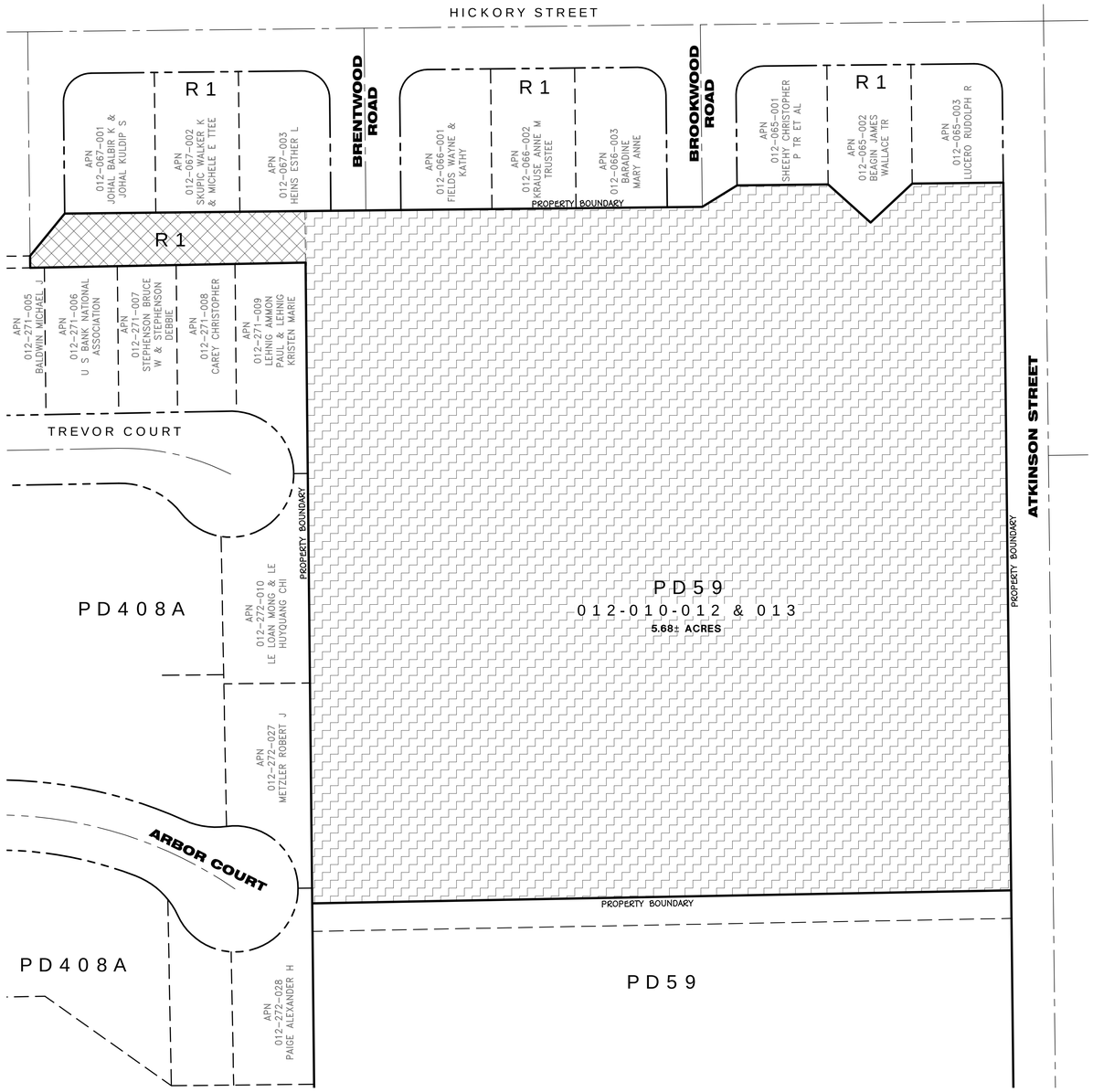
CITY OF ROSEVILLE CALIFORNIA



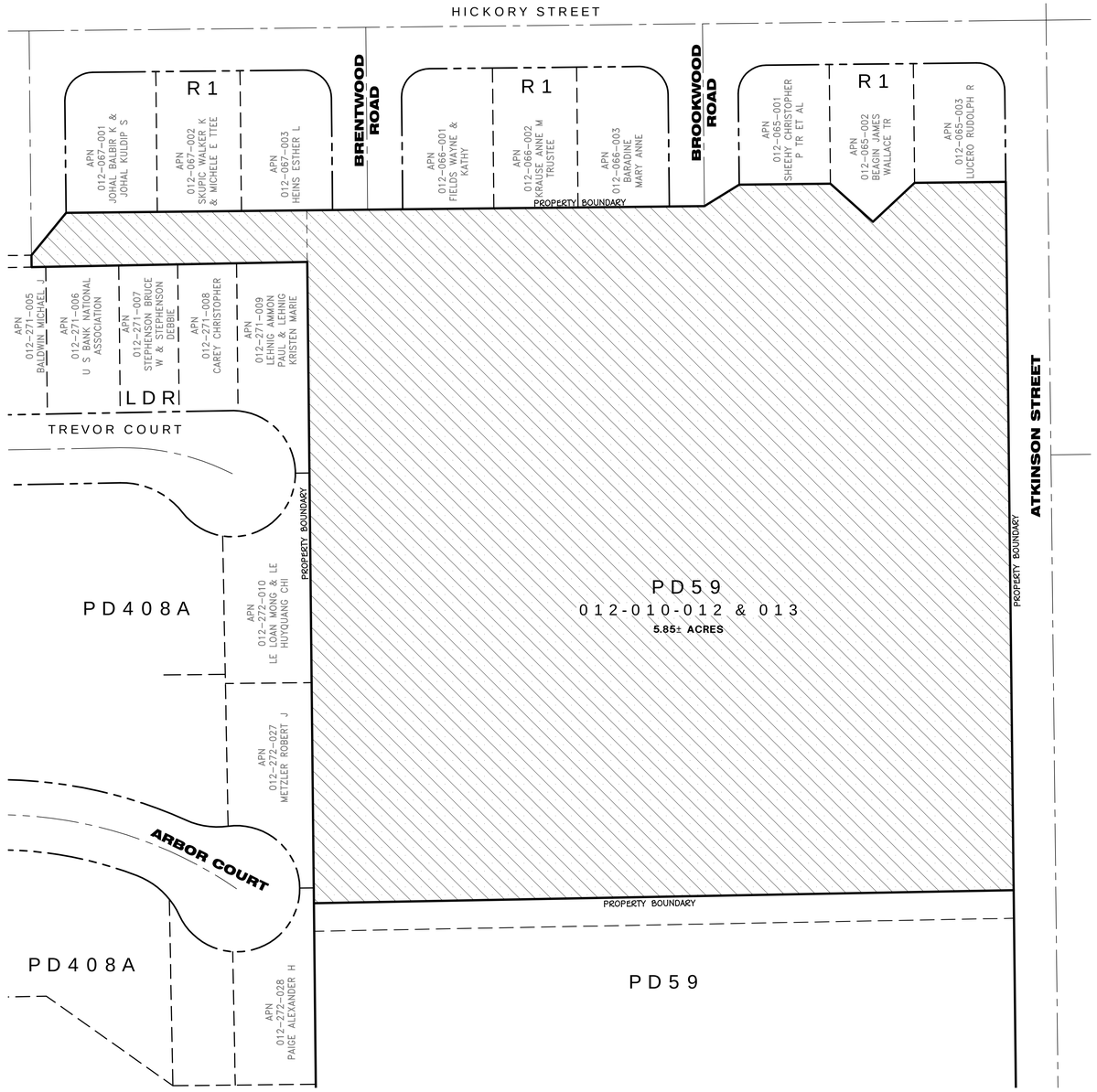


ZONING	LAND USE:
R1	LOW DENSITY RESIDENTIAL
PD59	PLANNED DEVELOPMENT 59 (AMENDED)
PD59	PLANNED DEVELOPMENT 59

EXISTING ZONING



PROPOSED ZONING



BURRELL CONSULTING GROUP, INC. (BURRELL) HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHTS AND OTHER PROPERTY RIGHTS IN THESE DRAWINGS. THESE DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING AS EXPRESS WRITTEN PERMISSION AND CONSENT FROM BURRELL. IN THE EVENT OF UNAUTHORIZED REUSE OF THESE DRAWINGS BY ANY THIRD PARTY OR ANYONE ACTING ON BEHALF OF ANY THIRD PARTY, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE AT LAW, THE UNAUTHORIZED USER AGREES TO INDEMNIFY AND HOLD BURRELL HARMLESS FROM ANY DAMAGES, LOSSES OR EXPENSES INCURRED BY BURRELL AS A RESULT OF SUCH UNAUTHORIZED REUSE.

REZONE EXHIBIT FOR:

102 ATKINSON STREET

MARCH, 2021

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100 Roseville, CA 95678 (916) 783-8898

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COUNCIL COMMUNICATION

CC #: 1587
File #: 0400-04-12-1 & 0400-03 & 0400-04

Title:	Sierra Vista Specific Plan - Barbaccia Development Agreement Amendment
Contact:	Derek Ogden 916-776-1348 dogden@roseville.ca.us

Meeting Date: 7/7/2021
Item #: 9.3.

RECOMMENDATION TO COUNCIL

At the June 10, 2021, Planning Commission meeting, the Planning Commission recommended the City Council take the following action:

A . Consider the five (5) findings of fact and introduce for first reading an ordinance approving the First Amendment to the Cryil G. Barbaccia Development Agreement Relative to the Sierra Vista Specific Plan.

BACKGROUND

The project site is within the Sierra Vista Specific Plan (SVSP). The SVSP was adopted on May 5, 2010, and includes 2,064 acres west of Fiddyment Road and north of Baseline Road. With the adoption of the SVSP, Development Agreements with the property owners of the SVSP parcels and the City were established, which outline the development obligations within the SVSP. Consistent with the City's General Plan, 10% of the residential units within the SVSP were designated for middle, low-, and very-low-income levels. As described in Table 5-3: Affordable Housing Allocation of the SVSP, 20 middle-income for purchase units are allocated to Parcel CG-20. The proposed project includes a request to transfer the 20 middle-income for purchase units from Parcel CG-20 to Parcel CG-31. These units will be transferred in the form of 10 very-low income and 10 low-income rental units.

Pursuant to Section 5.4.B of the SVSP, affordable units may be transferred between SVSP parcels subject to administrative approval by the director of the Housing Division; however, the transfer must be memorialized in a form specified by the City. The transfer does not require a specific plan amendment if the transfer occurs between parcels located within the SVSP, and the ability to produce affordable units to meet the SVSP affordable housing goal is maintained.

As mentioned above, the project includes a request to transfer the 20 middle-income for purchase units from Parcel CG-20 to Parcel CG-31. These units will be transferred in the form of 10 very-low income and 10 low-income rental units. The proposed transfer has been reviewed and approved by the City's Housing Division Manager. The Housing Manager requested that the transfer be memorialized by way of a Development Agreement Amendment (DAA) to maintain consistency in tracking affordable units. The proposed DAA will also allow either the development standards in the SVSP or those in the DAA to be used to develop single-family homes on Parcel CG-20.

The Planning Commission heard the project on June 10, 2021. The proposed DAA has been analyzed as discussed on pages 2-3 of the Planning Commission staff report (Attachment 1). The proposed amendments are consistent with the requirements of the Zoning Ordinance Section 19.84.040. In addition, the language regarding Development Standards in the DAA matches other recently approved Development Agreements, including the Frederico, Westpark, and Mourier agreements.

Summary of Planning Commission Hearing

The Planning Commission heard the project on June 10, 2021. During the hearing, staff and the applicant presented the project. There were no comments or questions from the public. By a vote of 5-0 (two commissioners were absent), the Planning Commission approved the Tentative Subdivision Map; and recommended that the City Council approve the Development Agreement Amendment (Exhibit A).

Public Outreach

The proposed project was distributed to affected agencies and City departments, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Notice of the application was distributed to the Roseville Coalition of Neighborhood Associations, and public notices of the Planning Commission hearings and the City Council hearing were distributed to all property owners and residents within 300 feet of the project site. No comments were received.

FISCAL IMPACT

The unit transfer will not negatively affect the City's General Fund, and no policy conflicts have been identified. The proposed DAA consists of a transfer of the middle-income for purchase affordable housing obligation to 10 very-low income and 10 low-income rental units. The proposed DAA will benefit the City by adding 20 affordable units that will count towards the City's Regional Housing Needs Allocation (middle-income units do not count towards the RHNA).

ENVIRONMENTAL REVIEW

The project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, Residential Projects Pursuant to a Specific Plan, which exempts residential projects that are consistent with a Specific Plan for which an environmental document was certified, and Section 303 the City of Roseville CEQA Implementing Procedures. The Sierra Vista Specific Plan EIR (SCH# 2008032115) was certified by the City of Roseville on May 5, 2010.

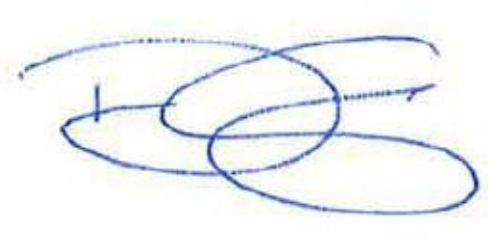
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Derek Ogden, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 - PC Staff Report

First Amendment Ordinance

Exhibit A - DAA

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting ***June 10, 2021***
Prepared by: Charity Gold, Associate Planner

ITEM 6.1: **Tentative Subdivision Map and Development Agreement Amendment – 5800 Market Street – SVSP PCL CG-1 and CG-20 – PL20-0248**

REQUEST

The applicant requests approval of a Tentative Subdivision Map to create 115 Low Density Residential (LDR) lots on Sierra Vista Specific Plan (SVSP) Parcel CG-1 and 44 Medium Density Residential (MDR) lots on SVSP Parcel CG-20 along with all necessary frontage and open space improvements. A Development Agreement Amendment is also requested to transfer 20 middle-income for purchase housing units from SVSP Parcel CG-20 to SVSP Parcel CG-31. The units will be transferred in the form of 10 very-low income and 10 low-income rental units.

Applicant – Nicholas Brown, JMH Weiss Inc.
Owner – John J. Guerra, Jr. Trustee

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

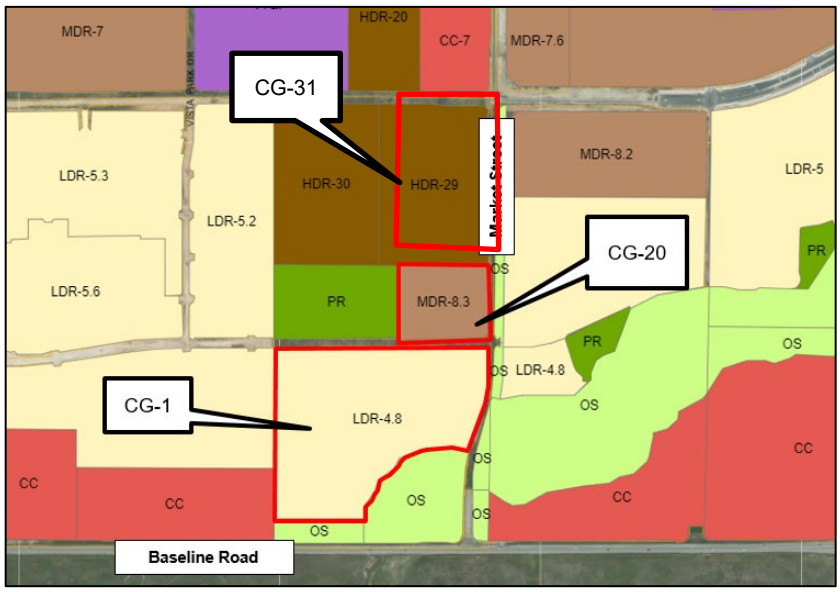
A. Recommend the City Council approve the First Amendment of the Cyril G. Barbaccia Irrevocable Trust Development Agreement.
B. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to eighty-three (83) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with the recommended conditions of approval.

BACKGROUND

Figure 1: Project Location



The project site is within the Sierra Vista Specific Plan (SVSP). The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddyment Road and north of Baseline Road. An Environmental Impact Report (EIR) was certified and a Mitigation Monitoring Program was adopted with the SVSP. Additionally, Development Agreements with the property owners of the SVSP parcels and the City were entered into to outline development obligations within the SVSP.

The proposed project is located on SVSP Parcels CG-1 and CG-20. Parcel CG-1 is zoned Small Lot Residential with Development Standards (RS/DS) and has a LDR land use designation. Parcel CG-20 is zoned RS/DS and has a MDR land use designation. The project includes a Tentative Subdivision Map to create 115 LDR lots on Parcel CG-1 and 44 MDR lots on Parcel CG-20, for a total of 166 lots. A

Development Agreement Amendment (DAA) is also requested to transfer 20 middle-income for purchase housing units from Parcel CG-20 to Parcel CG-31 in the form of 10 very-low income and 10 low-income rental units.

SITE INFORMATION

Location: 5800 Market Street

Total Size: 32.92 acres

Topography and Setting: The site is currently undeveloped consisting of native and non-native annual weeds and grasses. The elevation of the site is gently undulating with minimal elevation change in the southern portion of the site and greater elevation differences in the northern portion of the site. The site is surrounded by developing residential uses to the east and west and open space to the south. The site to the northwest of the subdivision is designated as a park.

EVALUATION: DEVELOPMENT AGREEMENT AMENDMENT

The proposed DAA will add a new Section 2.2.1 to allow the use of either the development standards in the SVSP or those included in the DAA as Exhibit E-1, amend Section 2.6 and remove Section 2.6.1 to reflect the removal of the affordable purchase units from Parcel CG-20, and amend Section 2.6.2.1 to reflect the addition of 10 very-low income rental units and 10 low-income rental units to Parcel CG-31.

Development Standards

The Subdivision Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead, these standards are contained within the Zoning Ordinance and SVSP. Consistent with other DAs within the SVSP (Mourier Investments), the project developer proposes modified RS/DS standards for the MDR Parcel CG-20 to be adopted as part of the DAA. These standards are presented in the Tentative Subdivision Map section below. As discussed in the Tentative Subdivision Map section, these standards will create lots which are of adequate size and shape to support development consistent with the SVSP guidelines.

Affordable Housing Unit Transfer

Consistent with the City's General Plan, 10% of the residential units within the SVSP are designated for middle, low-, and very-low-income purchase or rental. As describe in Table 5-3: Affordable Housing Allocation of the SVSP, 20 middle-income for purchase units are allocated to Parcel CG-20. Pursuant to Section 5.4.B of the SVSP, affordable units may be transferred between SVSP parcels subject to administrative approval by the director of the Housing Division. The transfer does not require a specific plan amendment if the transfer occurs between parcels located within the SVSP, and the ability to produce affordable units to meet the SVSP affordable housing goal is maintained. The SVSP requires that an administrative transfer be memorialized by a recorded Memorandum of Understanding, or substitute form specified by the City.

The project includes a request to transfer the 20 middle-income for purchase units from Parcel CG-20 to Parcel CG-31. These units will be transferred in the form of 10 very-low income and 10 low-income rental units. The proposed transfer has been reviewed and approved by the Director of the Housing Division. To maintain consistency in tracking affordable units, the Housing Director requested that the transfer be memorialized by way of a DAA. The transfer will also be documented in Table 5-3 of the SVSP Affordable Housing chapter. The updated table is included as Exhibit E. All of the affordable units obligated in the Barbaccia agreement are shown in the table below.

Parcels	Total Units in Parcels	Total Affordable Unit Allocation	Very Low-Income Rental	Low Income Rental Units
CG-31	420	100	50	50

Conclusion

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

A. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Sierra Vista Specific Plan;

B. Consistency with the provisions of the City of Roseville Zoning Ordinance;

C. Conformity with the public health, safety and general welfare;

D. The effect on the orderly development of the property or the preservation of property values; and

E. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.

The proposed DAA consists of a transfer of the middle-income for purchase affordable housing obligation from CG-20 to CG-31. No change to the anticipated number of units to be built on these parcels will occur. The proposed DAA is consistent with the General Plan, SVSP, and the Zoning Ordinance. The DAA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. The proposed DAA will benefit the City by adding 20 affordable units that will count towards the City's Regional Housing Needs Allocation (middle income units do not count towards the RHNA).

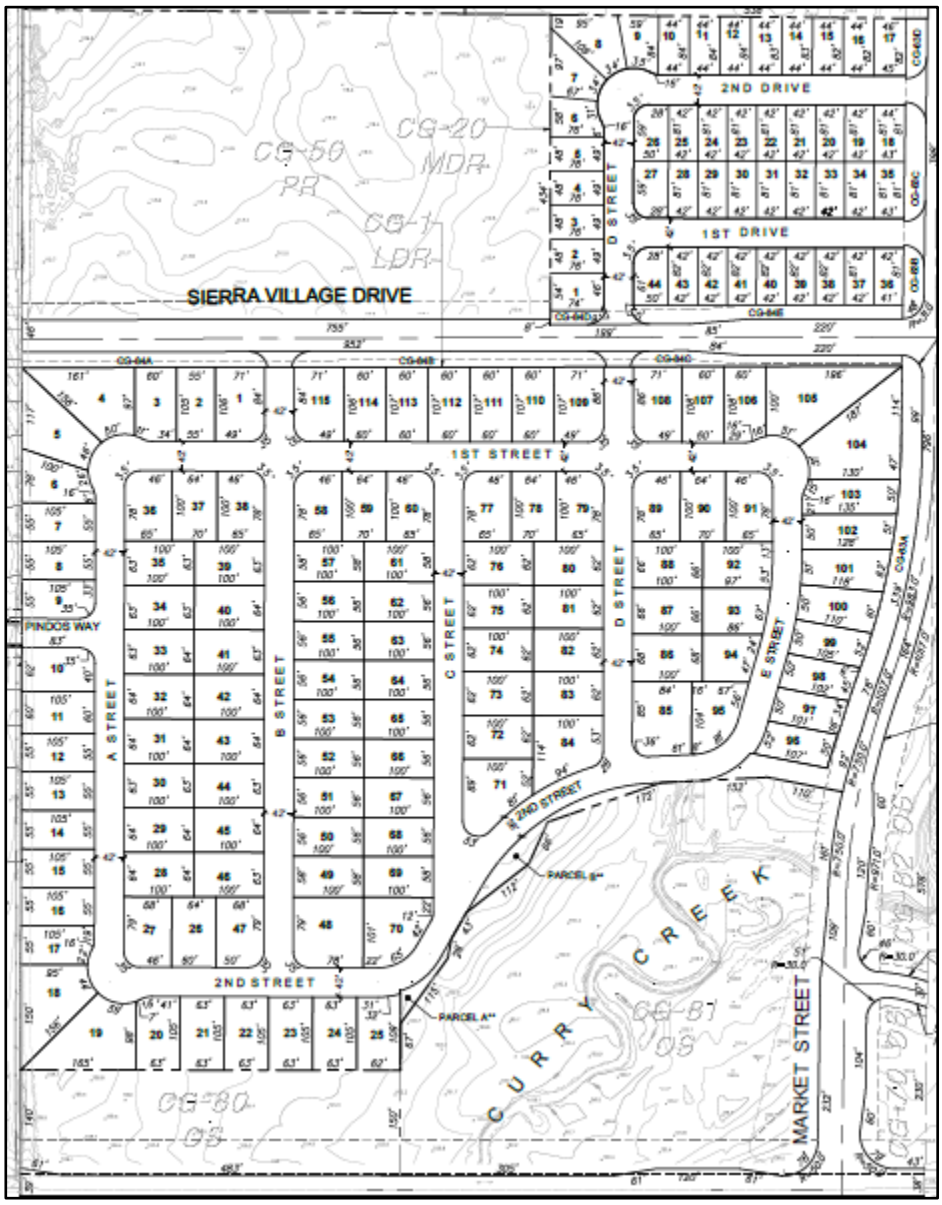
EVALUATION: TENTATIVE SUBDIVISION MAP

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold, italics*** and are followed by an evaluation of the map in relation to each finding.

1. The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.

The project includes two subdivisions: 115 low-density lots on Parcel CG-1, and 44 medium-density lots on Parcel CG-20 (Figure 2). The CG-1 subdivision will be accessed from two driveways off Sierra Village Drive in the northern portion of the subdivision and will include a connection to the developing subdivision to the west. The Parcel CG-20 subdivision will be accessed from one driveway off Sierra Village Drive in the southern portion of the subdivision and two driveways off Market Street in the eastern portion of the subdivision. All of the proposed lots will have public street frontage. The subdivision layout and street design were reviewed by the City's Engineering Division and Fire Department to ensure there is adequate street widths for circulation and emergency response.

Figure 2: Tentative Subdivision Map



The Subdivision Map Act and the City's Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead, these standards are contained within the Zoning Ordinance and SVSP. The proposed lots all have a zoning designation of RS/DS. For properties in the RS/DS zone a developer may either use the RS/DS development standards established in the SVSP, applicable Development Agreement, or may adopt adjusted standards through the Design Review Permit for Residential Subdivisions (DRRS) entitlement. The SVSP also includes multiple design standards applicable to subdivision design, including guidelines for the locations of walls and fencing, the locations of trails and paseos, requirements for connectivity along paseos, and guidelines for developments adjacent to parks and open space trails. Each proposed subdivision is analyzed with respect to these guidelines as discussed below.

Parcel CG-1

Parcel CG-1 has a LDR land use designation. The applicant proposes to use the RS/DS development standards as shown on the face of the tentative parcel map and consistent with the SVSP. All of the

proposed lots conform to the applicable standards and have a typical lot size of 6,350 – 14,850 square feet. The proposed unit density is 4.82 units per acre, which is consistent with the LDR land use designation. The subdivision will have two points of access from Sierra Village Drive.

Consistent with SVSP Figure B-3, Location of Walls and Fences, the project will include masonry walls along Sierra Village Drive, Market Street, and along the southern boundary where the property is adjacent to CG-80. Open style fencing will be provided along the single-loaded street adjacent to the open space Parcel CG-81. Standard wood fencing will be installed adjacent to the project's western boundary where the lots are adjacent to residential uses. The tentative subdivision map is consistent with the fencing recommendations in the SVSP. In addition, as required by SVSP Figure B-5, the project includes construction of an open space trail along its boundary with open space Parcel CG-81. This trail will provide a trail connection between Baseline Road and Market Street. Landscaping will be provided along the adjacent roadways consistent with the requirements in the SVSP.

The SVSP recommends that neighborhood access and visibility be provided when adjacent to parks and open space. Consistent with the SVSP guidelines, a single-loaded street is used adjacent to open space parcel CG-81. In addition, the internal street system and sidewalks are designed to allow residents to easily access the trail system.

Parcel CG-20

Parcel CG-20 has a MDR land use designation. The applicant proposes to use the RS/DS development standards as shown on the face of the tentative parcel map, and as included as applicable standards in the DAA (Figure 3). All of the proposed lots conform to the applicable standards and have a typical lot size of 3,350 – 6,400 square feet. The proposed unit density is 8.24 units per acre, which is consistent with the MDR land use designation. The subdivision will have one point of access from Sierra Village Drive and two points of access from Market Street. As required in the Zoning Ordinance, small lot residential homes requires the approval of a Design Review Permit for Residential Subdivision (DRRS) to ensure consistency with the development standards for RS/DS lots and consistency with the SVSP Design Guidelines. The design of the homes on CG-20 will be reviewed and approved by the Planning Commission through the DRRS process.

2. The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots are consistent with the applicable development standards and the standards included in the DAA. The modified RS/DS standards are of adequate size and shape to support development consistent with the SVSP guidelines. The proposed parcel configurations preserve the location of watercourses and do not create a physical condition that would be impractical for the proposed improvements.

3. The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the Water Code.

As part of the adoption of the SVSP, an assessment of wastewater demands was completed for the entire plan area. The proposed subdivision map is consistent with the total number of units anticipated within the Specific Plan, and therefore will not increase planned demands on sewage services; there will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

Figure 3: MDR Development Standards

	Single Family with Attached Sidewalk [4]	Single Family with Separated Sidewalk [2, 4]
Lot Size (minimum)		
Area, Interior Lot	*3,000 sq. ft.*	*2,800 sq. ft.* [2]
Area, Corner Lot	*3,300 sq. ft.*	*3,000 sq. ft.* [2]
Width, Interior	*40 ft.*	*40 ft.*
Width, Corner	*50 ft.*	*45 ft.*
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front[3]	*14 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door	*9 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door
Sides [3, 5]	5 ft. interior side 12.5 ft. street side on corner	5 ft. interior side *7.5 ft. street side on corner*
Rear	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*
Coverage (maximum)		
Site Coverage	None *& no min. usable open space required*	None *& no min. usable open space required*
Height (maximum)		
Height	35 ft.	35 ft.
Other Provisions		
Front Yard Stagger	None required, but optional per unit design	None required, but optional per unit design
2nd story wall separation	10 ft.	10 ft.
Two-story unit mix	No limit	No limit
Stagger for 3rd car garages	2 ft. between 3rd car bay and two-car garage	2 ft. between 3rd car bay and two-car garage

1. Items in *italics* represent modifications to City Zoning Ordinance Standards
2. Sidewalk separated from back of curb by 5-foot planter strip.
3. Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks measured from back of curb. Minimum separation between two-story elements shall be 10 feet.
4. A DRRS permit (required for neighborhoods greater than 7 du/ac) will be used to ensure compliance with the standards above.
5. Fence side yard setback is 5 feet from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5 feet from back of walk where facing a street with a detached sidewalk.

PUBLIC OUTREACH

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations. No comments were received. A public notice of the Planning Commission hearing was published on May 28, 2021, and was distributed to all property owners within 300 feet of the project site. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

The project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, Residential Projects Pursuant to a Specific Plan, which exempts residential projects that are consistent with a Specific Plan for which an environmental document was certified, and Section 303 the City of Roseville CEQA Implementing Procedures. The Sierra Vista Specific Plan EIR (SCH# 2008032115) was certified by the City of Roseville on May 5, 2010.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Recommend the City Council approve the **Development Agreement Amendment – 5800 Market Street – SVSP PCL CG- and CG-20 – PL20-0248**.

B. Adopt the findings of fact as stated in the staff report and approve the **Tentative Subdivision Map – 5800 Market Street – SVSP PCL CG-1 and CG-20 – PL20-0248** subject to eighty-three (83) conditions of approval.

CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP

1. The Tentative Subdivision Map shall not be deemed approved until the actions on the Development Agreement are approved and become effective. (Planning)

2. Prior to issuance of building permits for construction of homes within CG-20 MDR subdivision, the home builder shall be required to submit a Design Review Permit for Residential Subdivision (DRRS) for review of consistency with the Zoning Ordinance development standards for RS/DS lots and consistency with the SVSP Design Guidelines. (Planning)

3. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

4. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

5. The developer shall not commence with any on-site improvements until such time as grading and/or improvement plans have been submitted for review and are approved and grading and/or encroachment permits are issued by the Department of Public Works. (Engineering)

6. 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)

7. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan Environmental Impact Report, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

8. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. Landscape corridors shall also successfully complete the required establishment period. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)

9. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:

    a) Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.

    b) Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan may be warranted during wet weather conditions.

    c) A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.

    d) Access to the floodplain as required by Engineering and the Streets Department.

    e) Standard Accessible ramps shall be installed at all curb returns per City Standards. (Engineering)

10. 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)

11. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)

12. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)

13. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)

14. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)

15. The following note shall be added to the Grading and/or Improvement Plans:

    To minimize dust/grading impacts during construction the applicant shall:

    a) *Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.*

    b) *Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.*

    c) *Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.*

    d) *Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.*

    e) *The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)*

16. 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)

17. 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)

18. Any backbone improvements, not constructed adjacent to (or needed to serve) a proposed subdivision shall be completed by the applicant. (Engineering)

19. The traffic signal located at Baseline Road and Market Street shall have commenced construction to the satisfaction of the City Engineer prior to CG-1 Phase 1A being deemed substantially complete and shall be completed to the satisfaction of the City Engineer prior to CG-1 Phase 1B being deemed substantially complete, per the approved CG-01 & CG-20 Phasing Plan. Construction of this traffic signal is eligible for reimbursement from the Sierra Vista Specific Plan Traffic Mitigation Set Aside Fund. Developer shall enter into a Reimbursement Agreement with City to receive these eligible reimbursements. (Engineering)

20. The developer may qualify for reimbursement of non-CIP improvements through the Sierra Vista Fee Program per the Barbaccia Development Agreement. (Engineering)

21. The proposed phasing of CG-1 is sequential in nature and shall be completed in order of phase 1A, Phase 1B and Phase 2 per the CG-01 & CG-20 Phasing Plan. Phase 3 may be constructed independently per the CG-01 & CG-20 Phasing Plan. The following is a break down for each phase.

    Phase 1A: CG-01 (32 lots)

    a) Per the CG-1 & CG-20 Phasing Plan, construct Sierra Village Drive from the western property line to the western most curb return of Market Street. This will include 32 to 46 feet of

pavement width, 3-foot curb and gutter (both sides) and 5 feet of sidewalk (south side only). A 10-foot wide median will also be required, see Detail 6, page 6 of the approved Tentative Map.

b) Construct Market Street from the intersection with Sierra Village Drive to Baseline Road (if not already completed by others).

c) Install landscaping along Sierra Village Drive and Market Street frontage of phase 1A.

d) Prior to phase 1A being deemed substantially complete, construction shall have commenced on the Baseline Road Improvements and traffic signal at Market Street and Baseline Road, as depicted in the CG-01 & CG-20 Phasing Plan and to the satisfaction of the City Engineer.

Phase 1B: CG-01 (26 lots)

a) Construct Baseline Road frontage per Detail 1, 2 and 3 (page 6 of 7) of this approved CG-01 and CG-20 Tentative Map from the western boundary of CG-80 to the intersection of Market Street. This will include 17 feet of additional pavement width as well as a 3-foot curb and gutter and 8-foot sidewalk. This will also include an approximate 600-foot taper beyond the eastern most curb return along Baseline Road. The right turn lane on Baseline Road will need to be constructed east of the intersection.

b) Upsize the existing culvert that crosses Baseline and outfalls in the open space lot CG-81 to the Master Drainage Studies ultimate condition. A construction easement will be required to the limits of the culvert improvement. Complete all drainage improvements in the open space, including the single 18-inch outfall (CG-81).

c) Complete the Traffic signal at Baseline Road and Market Street.

d) Portions of the Baseline Road roadway improvements are eligible for reimbursement through the City/County Fee Program. Developer shall enter into a Reimbursement Agreement with the City to receive these eligible reimbursements. The City agrees to make reimbursement progress payments during construction, as funds are available from the City/County Fee Account.

e) Phase 1B shall not be deemed substantially complete prior to the substantial completion of the Baseline Road roadway improvements and traffic signal at Market Street and Baseline Road, consistent with the CG-01 & CG-20 Phasing Plan.

Phase 2: CG-01 (57 lots)

a) CG-01 phase 2 may be deemed substantially complete upon CG-01 phase 1A and 1B being deemed substantially complete.

Phase 3: CG-20 (44 lots)

a) Complete Market Street from Vista Grand Blvd to Sierra Village Drive and Sierra Village Drive from Market Street to the western boundary of CG-20. (Engineering)

22. Provide pavement striping per the CG-1 and CG-20 Striping Exhibit for the intersections of Baseline/Market and Sierra Village/Market. (Engineering)

23. 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)

24. Per the Development Agreement, for all phases of subdivisions adjacent to the open space with a planned bike trail, the developer shall be responsible for preliminary design, permitting, and rough grading. This shall include a trail connection to Baseline Road through the open space parcel. Per the Development Agreement, developer may request reimbursement for this work by obtaining a reimbursement agreement prior to approval of improvement plans. (Engineering, Alternative Transportation)

25. Per the Development Agreement, if the City has sufficient funds to reimburse the Landowner, then the Landowner shall prepare the final design and construct Class I bike trail improvements where adjacent to residential subdivisions. The developer shall provide an estimate for trail construction prior to or concurrent with the first submittal of improvement plans. (Alternative Transportation)

26. The design of the trail shall be consistent with City standards and shall incorporate the following:

    a. The design of the trail crossing at Market Street shall be in accordance with SVSP Figure 6-23. However, the bot dots should not be used due to anticipated noise. Other signage and striping measures and trail layout alternatives will be considered at the crossings to ensure trail user safety. (Engineering, Alternative Transportation)

    b. Where an overland release crosses a bike trail, the trail design shall accommodate the potential drainage through grading, concrete paving and scour control as determined necessary by Development Services/Engineering. (Engineering, Alternative Transportation)

27. The design of the Class 1 bike trail shall follow the curve of 2nd Street with a 5-foot decomposed granite (DG) setback from the edge of the trail and vertical curb on 2nd Street. Where a 5-foot setback cannot be achieved, a safety counter-measure shall be provided. (Engineering, Alternative Transportation)

28. At maintenance access points along the trail, access control will be required per City Standards. (Engineering, Alternative Transportation)

29. Per the Sierra Vista Specific plan, provide attached pedestrian sidewalks along the open spaces at the time of adjacent roadway construction. (Engineering, Alternative Transportation)

30. A standard bus shelter pad shall be installed on the NW corner of Baseline Road and Market Street along westbound Baseline Road (shelter #318). (Engineering)

31. Developer shall be responsible for the installation of a bus shelter and related improvements conforming to the city's current standards on the shelter pad as conditioned above. Upon installation and final inspection by the City of Roseville, the bus shelter and related improvements shall become property of the City of Roseville. The Developer and City may enter into a construction fee agreement or other agreement based upon a construction cost of $10,000 per shelter for future construction of the Bus

Shelter on the NW corner of Baseline Road and Market Street along westbound Baseline Road (shelter #318). (Engineering, Alternative Transit)

32. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

33. The applicant shall dedicate a separate drainage easement to the City of Roseville for the storm drain facility required to transfer public storm waters through the site. The easement document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

34. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage coarse. (Engineering)

35. All storm drainage, including roof drains, shall be collected on site and shall be routed to the nearest storm drain system or natural drainage facility. Prior to discharge from the site, the storm water shall be treated with appropriate storm water pollution treatment device(s). Any drainage outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. (Engineering)

36. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)

37. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)

38. 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)

39. 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)

40. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, Development Services, Planning)

41. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until

permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, Development Services, Planning)

42. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, Development Services, Planning)

43. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants, and trees. (Development Services, Planning)

44. 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)

45. Project infrastructure improvements maybe subject to reimbursements under the Citywide TMF, the TMF Set-Aside or the Sierra Vista Specific Plan (SVSP) fee program as identified in the Development Agreement. (Engineering)

46. Landowner shall responsible for the construction costs of the traffic signals as shown on Exhibit "K" and described in the Phasing Plan through the payment of the TMF. The developer shall receive fee credits for the completion of the traffic signal as part of the TMF Set-Aside Fund. (Engineering)

47. 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)

48. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:

    a) Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.

    b) Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

    c) Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.

    d) All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)

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. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a) There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b) For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.

    c) The control valves and the water meter shall be physically unobstructed.

    d) The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)

51. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)

52. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)

53. Minimum fire flow is 1,500 gallons per minute with 20 pounds of residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)

54. 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)

55. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the “City of Roseville Specifications for Residential Trenching”. (Electric)

56. 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)

57. All landscaping in areas containing electrical service equipment shall conform to the “Electric Department Landscape Design Requirements” as outlined in Section 7.00 of the Electric Department’s “Specifications for Residential Trenching.” (Electric)

58. The applicant shall submit a street name application with proposed street names. The application can be found here:

    https://cityofroseville.hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Business%20Services/Street%20Name%20Application.docx

    After city review, the applicant will receive the application identifying approved or rejected street names. If enough street names are approved, the applicant shall submit a map with the approved street names

to receive a stamp and to be used as the approved street name exhibit. This shall be included in the submittal for improvement plans. (Business Services)

59. 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)

60. 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

61. The following easements shall be provided and shown on the Final Map or by separate instrument, unless otherwise provided for in these conditions:

    a) A 12.5 foot wide public utilities easement along all road frontages;

    b) Water and sewer easements;

    Easement widths shall comply with the City's Improvement Standards and Construction Standards. The easement documents shall be drafted for approval and acceptance by the City of Roseville and recorded at the Placer County Recorder's Office. (Environmental Utilities, Electric, Engineering)

62. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)

63. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Alternative Transportation, Environmental Utilities, Electric, Engineering)

64. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)

    a) A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.

    b) A clause excluding any property owned by the City from the terms of the CC&Rs.

    c) Residents in courts or other dead-end areas shall be required to bring their trash bins to a designated trash pickup area on the main street, because refuse trucks are not able to turn around in dead end streets. Designated pick-up areas shall be established to Environmental Utilities satisfaction, and shall be memorialized in the CC&Rs. (Environmental Utilities)

    d) A clause noting that the two required vehicle parking spaces within the garage must be kept clear and maintained for parking at all times. Storage of items which causes an inability to park within the required spaces is prohibited.

    e) There shall be clear language regarding maintenance and common easements agreement for servicing all fire protection systems and gates used by the first responders. A service company shall be obtained to maintain all on-site fire protection systems including all common interior adjoining fire sprinkler-piping penetrations and private fire hydrants. An agreement between owners and tenants shall be made to allow permission to enter the premises to inspect all apparatuses associated with fire protection. Draft documents shall be provided to the Fire Department for review. (Fire)

65. The City shall not approve the Final Map for recordation until either:

    a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.

        i. OR

    b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

66. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)

67. Street names shall be approved by the City of Roseville. (Engineering)

68. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lot//Parcel along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)

69. 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)

70. The Final/Lot/Parcel/Parcel Map shall be submitted per, “The Digital Submittal of Cadastral Surveys”. Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)

71. The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)

72. 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)

73. 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)

74. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

75. 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)

76. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer’s expense. (Electric)

77. 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)

78. All residential units must install a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. (Building, Electric)

79. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

80. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)

81. 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)

82. All plant material shall be maintained under a 30-calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

83. Those portions of Parcel A and Parcel B that are bifurcated and adjacent to open space as well as the section of ROW between the bike trail and Pad 96, shall be finished with a weed barrier and low maintenance ground level cover such as cobble or bark mulch. The finish shall be inspected by the Parks Department prior to acceptance of any lots which will be maintained by the Parks Department. (Parks)

Exhibits

A. Development Agreement Amendment
B. Tentative Subdivision Map
C. Grading and Stormwater Plans
D. Phasing Plan
E. SVSP Table 5.3

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

CC Attachment 1

PC EXHIBIT A

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Cal. Govt. Code § 27383

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976 RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This First Amendment of Development Agreement is entered into this_____day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976 ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Landowner and City entered into a Development Agreement (the "Original Development Agreement"), which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010 in the Official Records of Placer County as Document No. 2010-0045865-00. City and Landowner entered into the Original Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement.

B. This First Amendment to the Development Agreement (the "First Amendment") affects a portion of the Property (the "First Amendment Property"), as described in Exhibit "A" and depicted on Exhibit "B" attached to this First Amendment, and shall run with the land described in Exhibit "A" and depicted on Exhibit "B" hereto.

C. This First Amendment is authorized by Section 1.4 of the Original Development Agreement and Section 65868 of the California Government Code.

D. City and Landowner wish to enter into this First Amendment in order to amend the affordable housing provisions and residential development standards for the First Amendment Property.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Original Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entry is added to the Table of Contents in its entirety to read as follows:

"2.2.1 Property Specific Development Standards"

b. NEW SECTION 2.2.1. Section 2.2.1 is added in its entirety to read as follows:

"2.2.1 Property Specific Development Standards. At Landowner's option, either the Residential Single Family/Development Standards (RS/DS) attached hereto as Exhibit "E-1" or the RS/DS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the First Amendment Property."

c. REVISED SECTION 2.6. The third paragraph of Section 2.6 is revised in its entirety to read as follows:

"Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and Exhibit "F"."

d. TABLE OF CONTENTS. The following entry is removed from the Original Development Agreement Table of Contents in its entirety

"2.6.1 Affordable Purchase Residential Units"

e. REMOVE. The entirety of Section 2.6.1, including all subsections as shown below, is removed from the Original Development Agreement:

2.6.1 Affordable Purchase Residential Units
2.6.1.1 Required Agreements
2.6.1.2 Content
2.6.1.3 No City Subsidies
2.6.1.4 Transfer of Obligation
2.6.1.5 In Lieu Fee – Affordable Housing
2.6.1.6 Community Facilities District

f. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Original Development Agreement is revised in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Landowner agrees that one hundred (100) affordable rental units will be reserved within the First Amendment Property, including fifty (50) units for rental to very low-income households and fifty (50) units for rental to low-income households."

Parcels	Total Units in Parcels	Total Affordable	Very Low-Income Rental	Low Income Rental Units
CG-31	420	100	50	50

g. REVISED SECTION 2.6.2.2. Section 2.6.2.2 is replaced in its entirety to read as follows:

"2.6.2.2 Required Agreements. Prior to the issuance of a building permit for the applicable Affordable Parcel(s), the parties shall enter into City's then current form of Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee."

h. RENUMBERED SECTIONS. Sections 2.6.2.2, 2.6.2.3, and 2.6.2.4 are renumbered as follows:

Section 2.6.2.2 entitled "Transfer/Satisfaction of Obligation" is renumbered to Section 2.6.2.3.
Section 2.6.2.3 entitled "Compensation by City" is renumbered to Section 2.6.2.4.
Section 2.6.2.4 entitled "Community Facilities Districts" is renumbered to Section 2.6.2.5.

i. REVISED LIST OF EXHIBITS. The following entries are added to the List of Exhibits:

"Exhibit "E-1": RS/DS Development Standards"
"Exhibit "F-1": Affordable Rental Units"

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan area, including without limitation, any other portion of the Property.

4. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Original Development Agreement, except as specified herein. In the event of any conflict, the language of this First Amendment shall be controlling in all events or circumstances. As amended hereby, the Original Development Agreement remains in full force and effect.

5. FORM OF AGREEMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No._____, adopted by the Council of the City of Roseville on the _____ day of_____, 2021.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

LANDOWNER:

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST
DATED DECEMBER 15, 1976

By:_____
John J. Guerra
Trustee

EXHIBIT A
LEGAL DESCRIPTION OF FIRST AMENDMENT PROPERTY

All that certain real property situated in the City of Roseville, Placer County, California more particularly described as follows:

Lots 2, and 4, as shown and designated on the Map entitled Sierra Vista – CGB, Large Lot Subdivision No. PL15-0192, filed for record on June 04, 2019 in Book EE of Maps at Page 56, Placer County Records.

Exhibit "B"
Depiction of First Amendment Property

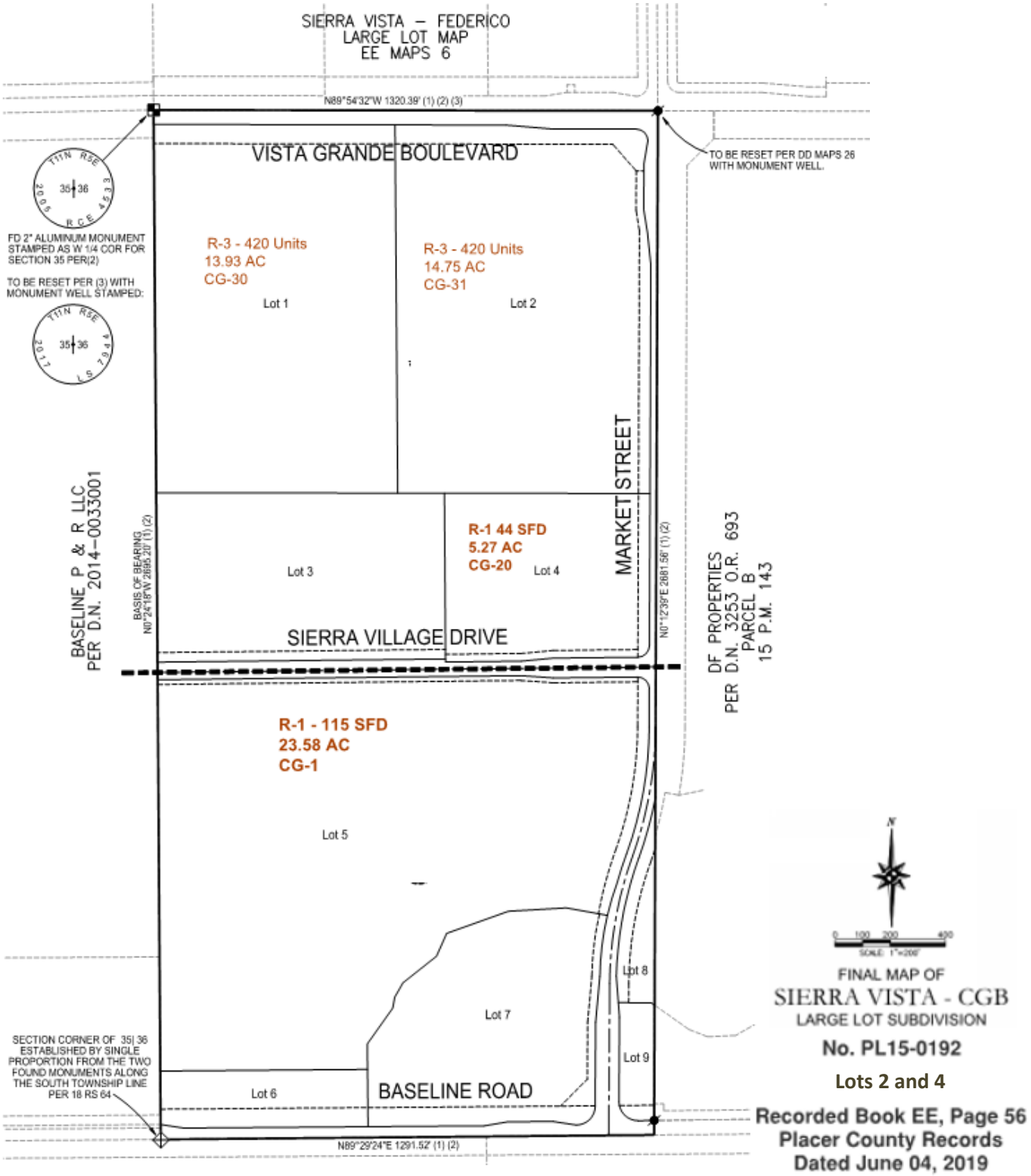
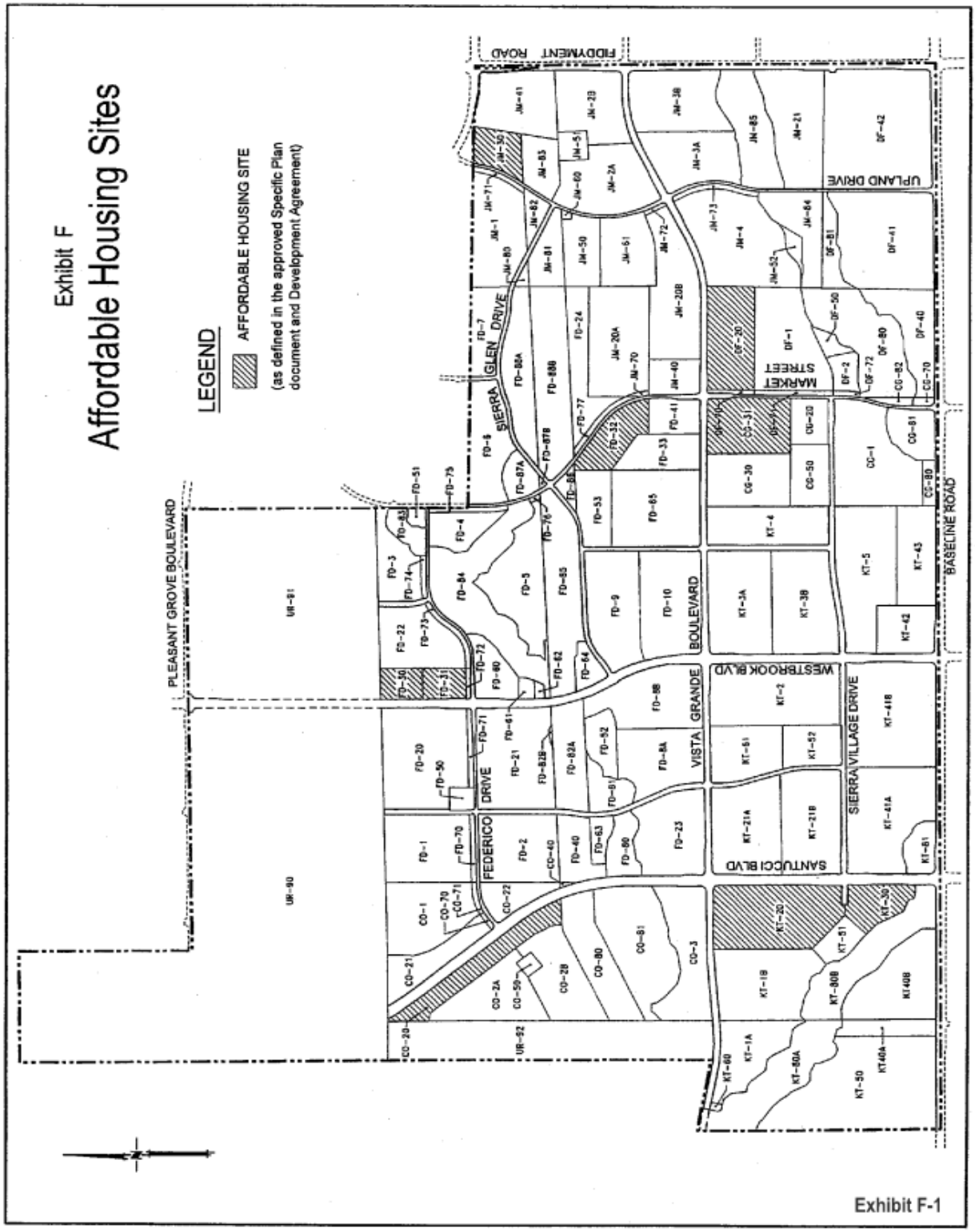


Exhibit "E-1"
MDR RS/DS Development Standards

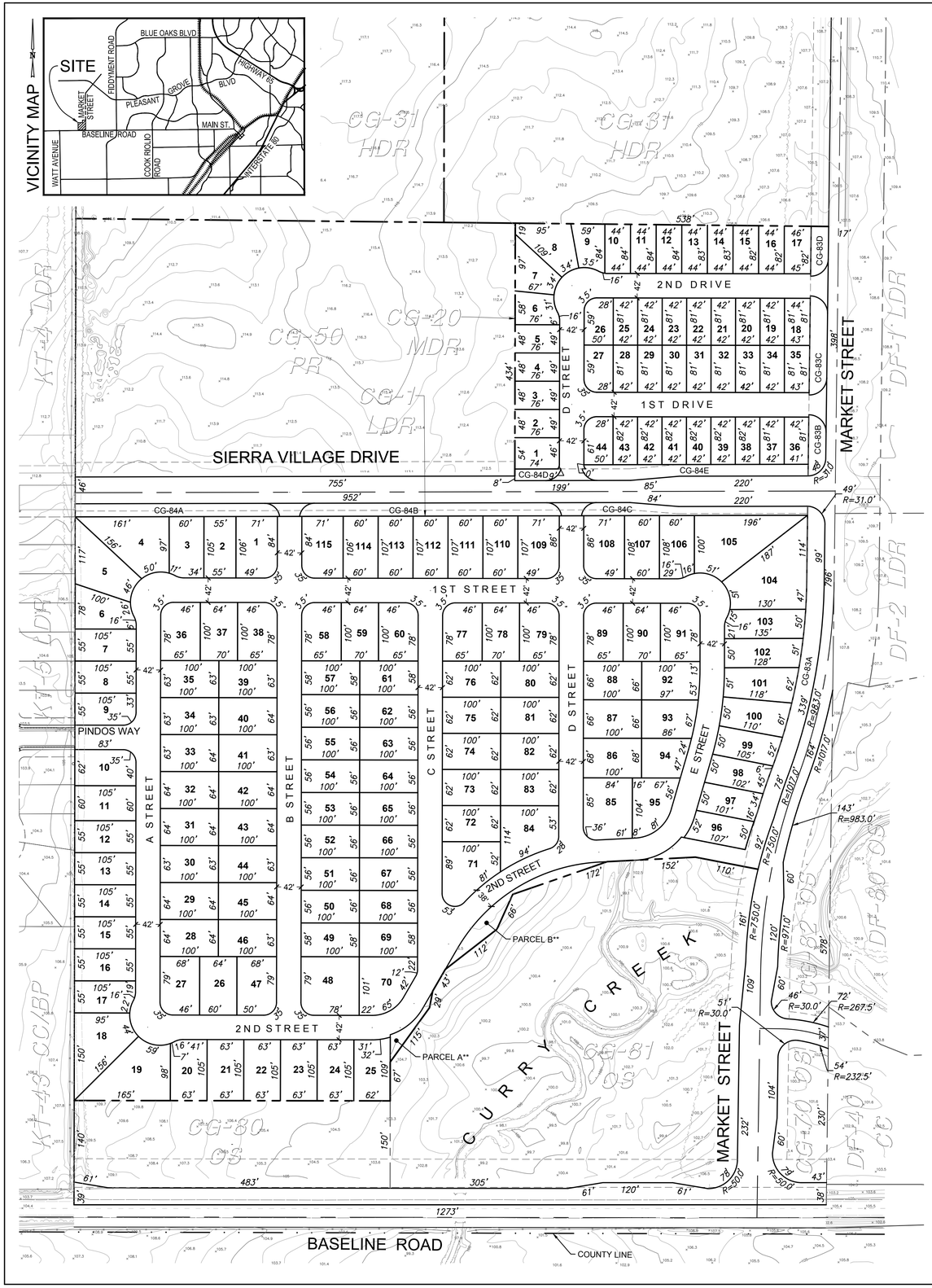
	Single Family with Attached Sidewalk [4]	Single Family with Separated Sidewalk [2, 4]
Lot Size (minimum)		
Area, Interior Lot	*3,000 sq. ft.*	*2,800 sq. ft.* [2]
Area, Corner Lot	*3,300 sq. ft.*	*3,000 sq. ft.* [2]
Width, Interior	*40 ft.*	*40 ft.*
Width, Corner	*50 ft.*	*45 ft.*
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front[3]	*14 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door	*9 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door
Sides [3, 5]	5 ft. interior side 12.5 ft. street side on corner	5 ft. interior side *7.5 ft. street side on corner*
Rear	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*
Coverage (maximum)		
Site Coverage	None *& no min. usable open space required*	None *& no min. usable open space required*
Height (maximum)		
Height	35 ft.	35 ft.
Other Provisions		
Front Yard Stagger	None required, but optional per unit design	None required, but optional per unit design
2nd story wall separation	10 ft.	10 ft.
Two-story unit mix	No limit	No limit
Stagger for 3rd car garages	2 ft. between 3rd car bay and two-car garage	2 ft. between 3rd car bay and two-car garage

1. Items in *italics* represent modifications to City Zoning Ordinance Standards
2. Sidewalk separated from back of curb by 5-foot planter strip.
3. Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks measured from back of curb. Minimum separation between two-story elements shall be 10 feet.
4. A DRRS permit (required for neighborhoods greater than 7 du/ac) will be used to ensure compliance with the standards above.
5. Fence side yard setback is 5 feet from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5 feet from back of walk where facing a street with a detached sidewalk.

Exhibit "F-1": Affordable Rental Unit



PC Exhibit B



MDR DEVELOPMENT STANDARDS

MDR RS/DS Development Standards

	Single Family with Attached Sidewalk [4]	Single Family with Separated Sidewalk [2,4]
Lot Size (minimum)		
Area, Interior Lot	*3,000 sq. ft.*	*2,800 sq. ft.* [2]
Area, Corner Lot	*3,300 sq. ft.*	*3,000 sq. ft.* [2]
Width, Interior	*40 ft.*	*40 ft.*
Width, Corner	*50 ft.*	*45 ft.*
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front[3]	*14 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door	*9 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door
Sides [3, 5]	5 ft. interior side 12.5 ft. street side on corner	5 ft. interior side *7.5 ft. street side on corner*
Rear	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*
Coverage (maximum)		
Site Coverage	None *& no min. usable open space required*	None *& no min. usable open space required*
Height (maximum)		
Height	35 ft.	35 ft.
Other Provisions		
Front Yard Stagger	None required, but optional per unit design	None required, but optional per unit design
2nd story wall separation	10 ft.	10 ft.
Two-story unit mix	No limit	No limit
Stagger for 3rd car garages	2 ft. between 3rd car bay and two-car garage	2 ft. between 3rd car bay and two-car garage

1. Items in *italics* represent modifications to City Zoning Ordinance Standards
2. Sidewalk separated from back of curb by 5-foot planter strip.
3. Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks measured from back of curb. Minimum separation between two-story elements shall be 10 feet.
4. A DRRS permit (required for neighborhoods greater than 7 du/ac) will be used to ensure compliance with the standards above.
5. Fence side yard setback is 5 feet from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5 feet from back of walk where facing a street with a detached sidewalk.

LDR DEVELOPMENT STANDARDS

Table A-1: RS/DS Development Standards

	Single Family with Attached Sidewalk [4]	Single Family with Separated Sidewalk [1,4]
Lot Size (minimum)		
Area, Interior Lot	4,500 sq. ft.	4,275 sq. ft. [1]
Area, Corner Lot	5,500 sq. ft.	4,710 sq. ft. [1]
Width, Interior	45 ft.	45 ft.
Width, Corner	55 ft.	50 ft.
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front[2]	15 ft. to living space or side wall of garage; 12.5 ft. to porch 18 ft. min. driveway depth	10 ft. to first-floor living space or side wall of garage 7.5 ft. to porch, but in no case may encroach into a PUE 15 ft. to second-floor living space 18 ft. min. driveway depth
Sides [2] Interior Lots:	5 ft.	5 ft.
Corner Lots:	5 ft. interior side 12.5 ft. street side on first floor 15 ft. street side on second floor	5 ft. interior side 10 ft. street side on first floor 13 ft. street side on second floor
Rear	10 ft. minimum with minimum usable open space of 700 s.f. or 500 s.f. where a usable front porch is provided [3]	10 ft. minimum with minimum usable open space of 500 s.f [3]
Coverage (maximum)		
Site Coverage	None [3]	None [3]
Height (maximum)		
Height	35 ft.	35 ft.
Supplemental Design Standards		
1. Front Yard Stagger	None required, but optional per unit design	
2. Stagger for 3rd Car Garages	2 ft. between 3rd car bay and two-car garage	
3. Two-story unit mix	No limit	
4. Separation Between Second Story Elements	A minimum of 10 feet shall be provided between second story elements of adjacent two-story dwellings	
5. Building Exterior	Architectural treatment shall be applied to all elevations of a building. At a minimum, all doors, windows and other wall openings shall be trimmed consistent with the architectural style. Panelized windows or other architectural treatment shall be used on all garage doors.	

1 Sidewalk separated from back of curb by 5-foot planter strip

2 Front setback (and side setback where adjacent to street) is measured from back of walk. Fence side yard setback is 5' from back of walk where facing a street. In the absence of a sidewalk, setback is measured from edge of right-of-way.

3 The rear and side yards may be utilized to meet the minimum usable open space provided the minimum dimension, measured perpendicular to the applicable rear or side yard is ten (10) feet. Maximum coverage is a function of lot size, required setbacks and usable open space. A minimum usable open space of 500 s.f. may be applied where a front porch is provided with minimum dimension of 6 ft. x 10 ft. exclusive of entry way.

4 Variations to the standards and other housing product types may be permitted subject to processing of a Design Review Permit for Residential Subdivisions (DRRS) concurrent with the approval of a tentative subdivision map and review of product type.

PARCEL SUMMARY

PARCEL	ACRES
CG-1	23.86± AC.
CG-20	5.34± AC.
CG-80*	1.86± AC.
CG-81*	6.70± AC.
CG-83A	0.53± AC.
CG-83B	0.06± AC.
CG-83C	0.11± AC.
CG-83D	0.06± AC.
RIGHT OF WAY & LANDSCAPE LOTS	
CG-84A	0.18± AC.
CG-84B	0.23± AC.
CG-84C	0.15± AC.
CG-84D	0.03± AC.
CG-84E	0.18± AC.
PARCEL A	0.04± AC.
PARCEL B	0.13± AC.
ROW*	3.72± AC.
TOTAL	43.18± AC.

*LOTS: ROW, CG-50, CG-70, CG-80, CG-81, CG-82 WERE PREVIOUSLY DEDICATED TO THE CITY OF ROSEVILLE PER LARGE LOT SUBDIVISION NO. PL 15-01992 FILED ON JUNE 4, 2019 IN BOOK EE PAGE 56.

TENTATIVE MAP INFORMATION

OWNER:	THE CYRIL G. BARBACCIA IRREVOCABLE TRUST 165 BLOSSOM HILL ROAD SAN JOSE, CA 95123 ATTN: JOHN J. GUERRA JR.
DEVELOPER:	SIERRA BASELINE DEVELOPMENT LLC 1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110 ATTN: KEVIN WEISS
ENGINEER:	JMH WEISS , INC. 1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110 ATTN: KEVIN WEISS
ASSESSORS PARCEL NO:	498-01-062 498-01-063 498-01-064 498-01-065
LAND USE & ZONE: SIERRA VISTA SPECIFIC PLAN	LDR (LOW DENSITY RESIDENTIAL) MDR (MEDIUM DENSITY RESIDENTIAL) OS (OPEN SPACE)
NUMBER OF LOTS:	EXISTING: 2, 1, 1 PROPOSED: 161 TOTAL LOTS; 115 LDR (6,350 - 14,850 SF); 44 MDR (3,350 - 6,400 SF); 2 OS PASEO PARCELS; 5 ROW/LANDSCAPE CORRIDOR; 1 PARCEL A** (1653± SF); 1 PARCEL B** (5468± SF)
SERVICE PROVIDERS SCHOOL DISTRICTS: PARKS & RECREATION: POLICE & FIRE PROTECTION: SANITARY SEWER: DOMESTIC WATER: STORM DRAIN: ELECTRICITY: TELEPHONE: GAS: CABLE:	ROSEVILLE CITY SCHOOL DISTRICT & ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT CITY OF ROSEVILLE CITY OF ROSEVILLE CITY OF ROSEVILLE (ENVIRONMENTAL UTILITIES) CITY OF ROSEVILLE/PLACER COUNTY WATER AGENCY CITY OF ROSEVILLE (ENVIRONMENTAL UTILITIES) CITY OF ROSEVILLE (ROSEVILLE ELECTRIC) COMCAST/SUREWEST PACIFIC GAS & ELECTRIC CO. COMCAST/SUREWEST

TENTATIVE MAP NOTES

1. PROPERTY DESCRIPTION: ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A SUBDIVISION OF LOTS 4&5 OF SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO. PL 15-0192 FILED IN BOOK EE OF MAPS AT PAGE 56, ON JUNE 4, 2019 IN THE OFFICE OF THE PLACER COUNTY RECORDER.
2. LOT DIMENSIONS AND ACREAGES ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
3. LOT LINES AND LOT AREAS MAY BE ADJUSTED AT THE TIME OF FINAL MAP(S) PREPARATION PROVIDED NO ADDITIONAL LOTS ARE CREATED, SUBJECT TO APPROVAL BY THE CITY OF ROSEVILLE. FLEXIBILITY IN LARGE LOT PARCEL CONFIGURATION AND PHASING AS SHOWN HEREON IS PERMITTED WITH THE FINAL MAP PROVIDED THAT THE CONFIGURATION IS IN SUBSTANTIAL COMPLIANCE WITH THIS PHASED TENTATIVE SUBDIVISION MAP, SUBJECT TO APPROVAL BY THE CITY OF ROSEVILLE.
4. ADDITIONAL EASEMENTS TO ACCOMMODATE NEW PUBLIC UTILITY IMPROVEMENTS, ACCESS REQUIRED FOR PARCEL DEVELOPMENT, RIGHTS TO CONSTRUCT, OR OTHER SIMILAR MAPPING REQUIREMENTS NEEDED TO ACCOMPLISH THE FINAL DESIGN MAY BE ADDED PRIOR TO EACH SMALL LOT FINAL MAP BASED ON THIS TENTATIVE SUBDIVISION MAP.
5. STREET SECTIONS ARE PER THE SIERRA VISTA SPECIFIC PLAN (CHAPTER 6) AND THE SIERRA VISTA DESIGN GUIDELINES (APPENDIX B), EXCEPT AS MODIFIED HEREON.
6. A MINIMUM 12.5' PUBLIC UTILITY EASEMENT (PUE) WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY UNLESS OTHERWISE NOTED.
7. LANDSCAPE CORRIDOR WIDTHS MAY BE REDUCED FOR ANCILLARY RIGHT-TURN LANES, AUXILIARY LANES, BUS TURN-OUTS, STANDARD TAPERS, AND THE LIKE PER THE PROVISIONS IN THE SIERRA VISTA SPECIFIC PLAN.
8. THE FINAL MAPPING AND SUBSEQUENT DEVELOPMENT OF PARCELS AND STREETS MAY BE PHASED. PROJECT IMPROVEMENTS ARE DEFERRED TO INDIVIDUAL SMALL LOT FINAL MAPS OR PROJECT DEVELOPMENT PLANS. PHASING IS TO BE CONSISTENT WITH THE PERFORMANCE CRITERIA IN THE DEVELOPMENT AGREEMENT AND APPLICABLE INFRASTRUCTURE PHASING MATRIX.
9. PURSUANT TO GOVERNMENT CODE SECTION 66463.1, THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS PHASED TENTATIVE SUBDIVISION MAP. THE FILING OF A FINAL MAP ON A PORTION OF THIS PHASED TENTATIVE SUBDIVISION MAP SHALL NOT INVALIDATE ANY PART OF THIS PHASED SUBDIVISION MAP.
10. PASEO LOTS ARE TO BE DEDICATED AS STREET RIGHT-OF-WAYS (ROW).

**PARCELS A & B TO BE DEDICATED TO THE CITY FOR OPEN SPACE AND TRAIL USE.

COVER SHEET

PHASED TENTATIVE SUBDIVISION MAP

FOR

PARCELS CG-1 & CG-20

4178 & 4230 MARKET STREET

A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST

SCALE: 1"=100'

MAY 2021

SHEET: 1 OF 7

JMH weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

SIERRA VILLAGE DRIVE
1ST STREET
2ND STREET
PINDOS WAY
A STREET
B STREET
C STREET
D STREET
E STREET
MARKET STREET
BASELINE ROAD
CG-84A LANDSCAPE CORRIDOR (P.U.E.) 0.18± AC.
CG-84B LANDSCAPE CORRIDOR (P.U.E.) 0.23± AC.
CG-84C LANDSCAPE CORRIDOR (P.U.E.) 0.15± AC.
CG-84E LANDSCAPE CORRIDOR (P.U.E.) 0.18± AC.
CG-83A OPEN SPACE/PASEO (P.U.E.) 0.53± AC.
EXISTING RETAINING WALL
12.5' PUE (TYP.)
10' PUBLIC TRAIL
99' MIN 23' WIDE
104' MIN 3.6' WIDE
144' MIN 38.3' WIDE
36' MIN 4.5' WIDE
MAINTENANCE ACCESS
VEGETATED TREATMENT SWALE
WETLAND RESOURCE (STORMWATER DETENTION AREA)
100YR STORM WATER ELEVATION 103±
CONSTRUCT NEW CULVERT 14'W X 5.3'H CONSPAN
REPLACE EXISTING CULVERT WITH NEW CULVERT 14'W X 5.6'H CONSPAN
BUS SHELTER PAD PER CITY STD-28 DETAIL
BIKE CROSSING PER FIGURE 6-23 IN THE SVSP. EXACT LOCATION TO BE DETERMINED DURING CONSTRUCTION DRAWINGS
PROVIDE SWALE TO DRAIN AREA TO INLET
GRADE TO DRAIN CG-80 OS TO INLET
BASELINE ROAD WIDENED TO SIERRA VISTA PROJECT IMPROVEMENT SECTION SEE SHEET 6 (2 EBL, 2WBL, 1CTL)
AC DIKE
TAPER BASELINE ROAD TO MATCH EX EP
SEE DETAIL A THIS SHEET
SEE DETAIL ABOVE FOR CONTINUATION
SEE BELOW FOR CONTINUATION
CG-1 LDR
CG-20 MDR
CG-80 OS

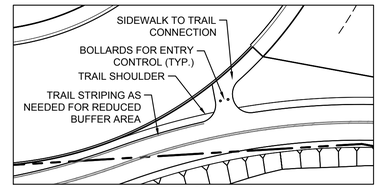
L E G E N D

PROPOSED	DESCRIPTION	EXISTING
	WATER PIPE	
	STORM PIPE W/ MANHOLE AND CATCHBASIN	
	OUTFALL HEADWALL	
	SEWER PIPE AND MANHOLE	
	PUBLIC UTILITY EASEMENT	
	LOT LINE/RIGHT OF WAY	
	PROPERTY LINE	
	100 YEAR FLOOD LINE	

NOTES:

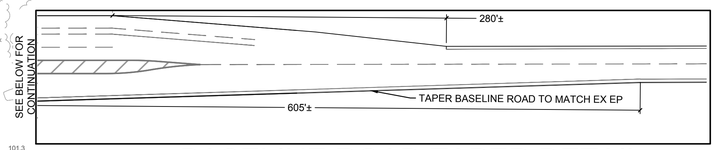
1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
2. UTILITIES MAY BE PHASED AS SHOWN ON PHASING PLAN DEPENDING UPON THE DEVELOPMENT SEQUENCE OF THE PROJECT.
3. THE PROPOSED WATER AND SEWER INFRASTRUCTURE LOCATION AND SIZES ARE SUBJECT TO CHANGE DURING FINAL DESIGN.
4. BASELINE ROAD TO BE WIDENED TO SIERRA VISTA PROJECT IMPROVEMENT SECTION. SEE SHEET 6 FOR TYPICAL SECTION. (2 EASTBOUND LANES, 2 WESTBOUND LANES, 1 CENTER TURN LANE)
5. THE 100 YEAR HGL ELEVATION SHOWN HEREIN IS DERIVED FROM THE APPROVED SVSP PRELIMINARY DRAINAGE & STORM WATER MASTER PLAN PREPARED BY CIVIL ENGINEERING SOLUTIONS INC. DATED OCTOBER 23, 2009

*SEE SHEET 7 DETAIL I FOR TYPICAL BOUNDARY GRADING ADJACENT TO FRONTAGE.



DETAIL A

SCALE 1" = 20'



BASELINE ROAD TAPER DETAIL

CUT/FILL SUMMARY				
	2D AREA (AC.)	CUT (CY)	FILL (CY)	NET (CY)
CG-1 LDR	22.44	29203	36960	7757 (FILL)
CG-20 MDR	4.72	1397	23307	21910 (FILL)
TOTALS	27.16	30600	60267	29667 (FILL)

SCALE 1" = 60'

LDR GRADING, DRAINAGE, AND UTILITIES
PHASED TENTATIVE SUBDIVISION MAP
FOR
PARCELS CG-1 & CG-20

4178 & 4230 MARKET STREET

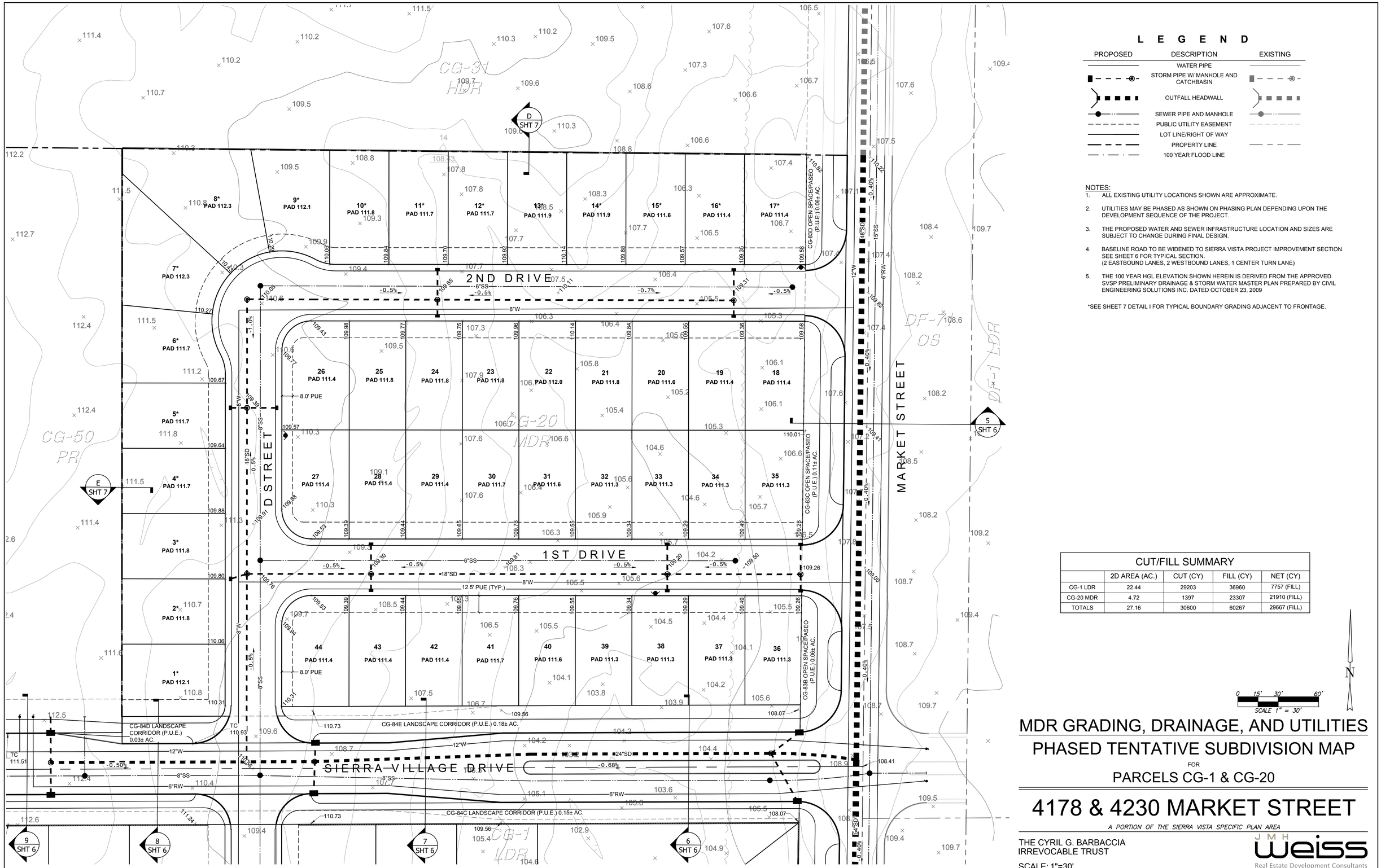
A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST

SCALE: 1"=60'
MAY 2021

SHEET: 2 OF 7

J M H Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



L E G E N D

PROPOSED	DESCRIPTION	EXISTING
	WATER PIPE	
	STORM PIPE W/ MANHOLE AND CATCHBASIN	
	OUTFALL HEADWALL	
	SEWER PIPE AND MANHOLE	
	PUBLIC UTILITY EASEMENT	
	LOT LINE/RIGHT OF WAY	
	PROPERTY LINE	
	100 YEAR FLOOD LINE	

NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
2. UTILITIES MAY BE PHASED AS SHOWN ON PHASING PLAN DEPENDING UPON THE DEVELOPMENT SEQUENCE OF THE PROJECT.
3. THE PROPOSED WATER AND SEWER INFRASTRUCTURE LOCATION AND SIZES ARE SUBJECT TO CHANGE DURING FINAL DESIGN.
4. BASELINE ROAD TO BE WIDENED TO SIERRA VISTA PROJECT IMPROVEMENT SECTION. SEE SHEET 6 FOR TYPICAL SECTION. (2 EASTBOUND LANES, 2 WESTBOUND LANES, 1 CENTER TURN LANE)
5. THE 100 YEAR HGL ELEVATION SHOWN HEREIN IS DERIVED FROM THE APPROVED SVSP PRELIMINARY DRAINAGE & STORM WATER MASTER PLAN PREPARED BY CIVIL ENGINEERING SOLUTIONS INC. DATED OCTOBER 23, 2009

*SEE SHEET 7 DETAIL I FOR TYPICAL BOUNDARY GRADING ADJACENT TO FRONTAGE.

CUT/FILL SUMMARY				
	2D AREA (AC.)	CUT (CY)	FILL (CY)	NET (CY)
CG-1 LDR	22.44	29203	36960	7757 (FILL)
CG-20 MDR	4.72	1397	23307	21910 (FILL)
TOTALS	27.16	30600	60267	29667 (FILL)

N

0 15' 30' 60'
SCALE 1" = 30'

MDR GRADING, DRAINAGE, AND UTILITIES
PHASED TENTATIVE SUBDIVISION MAP
FOR
PARCELS CG-1 & CG-20

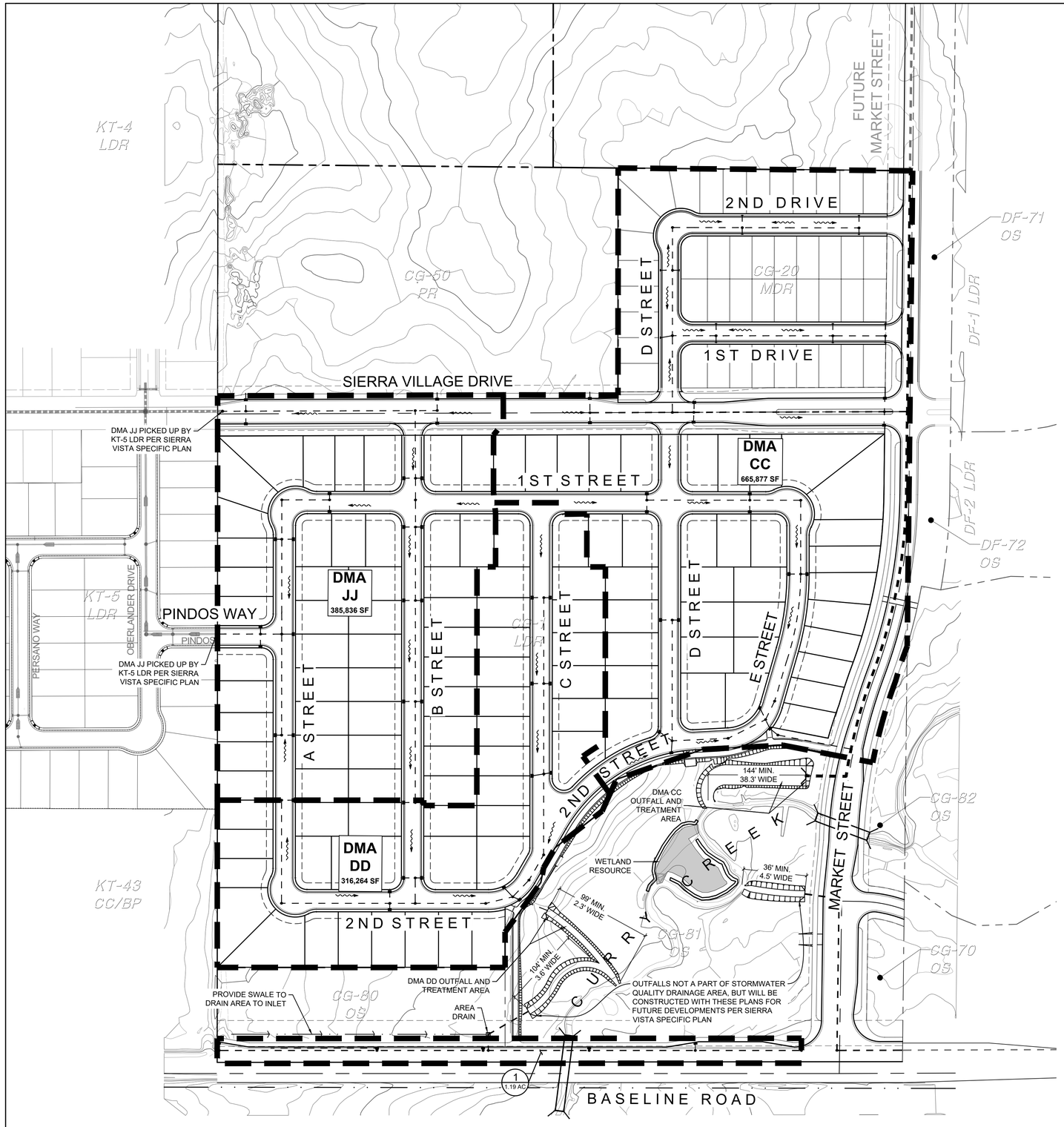
4178 & 4230 MARKET STREET
A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST

SCALE: 1"=30'
MAY 2021

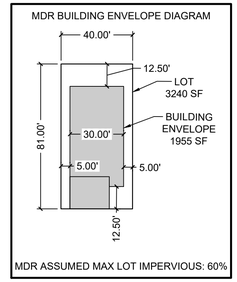
SHEET: 3 OF 7

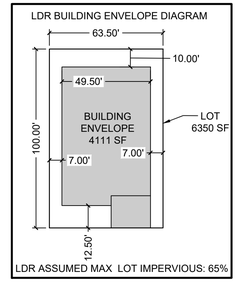
JMH Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



GENERAL NOTES:

1. STORM DRAINAGE AREA AND TREATMENT SIZES ARE BASED OFF THE SIERRA VISTA SPECIFIC PLAN MASTER DRAINAGE STUDY





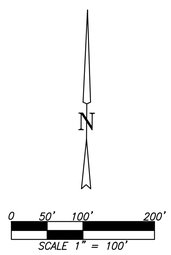
DMA	IMPERVIOUS (AC.)	PERVIOUS (AC.)
CC	11.38	3.91
DD	5.30	1.96
JJ	6.51	2.35
TOTAL	23.19	8.22

TREATMENT CONTROL MEASURE SUMMARY TABLE

DMA #	TCM #	Location	Treatment Type	LID or Non-LID	Sizing Method	Drainage Area (s.f.)	Impervious Area (s.f.)	Pervious Area (s.f.)	Bioretention Area Required (s.f.)	Bioretention Area Provided (s.f.)
1	1	Offsite	Vegetated Swale	LID	2C, Flow: 4% Method **	51,753	44,532	7,221	NA	NA
					Totals:	51,753	44,532	7,221		

Footnotes:

** Sizing for Bioretention Area Required calculated using the 4% Method (Impervious Area x 0.04)



PRELIMINARY
STORMWATER CONTROL PLAN
PHASED TENTATIVE SUBDIVISION MAP
FOR
PARCELS CG-1 & CG-20

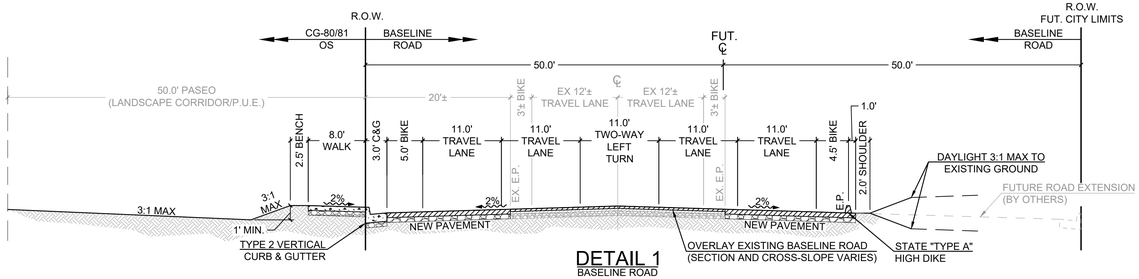
4178 & 4230 MARKET STREET

A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

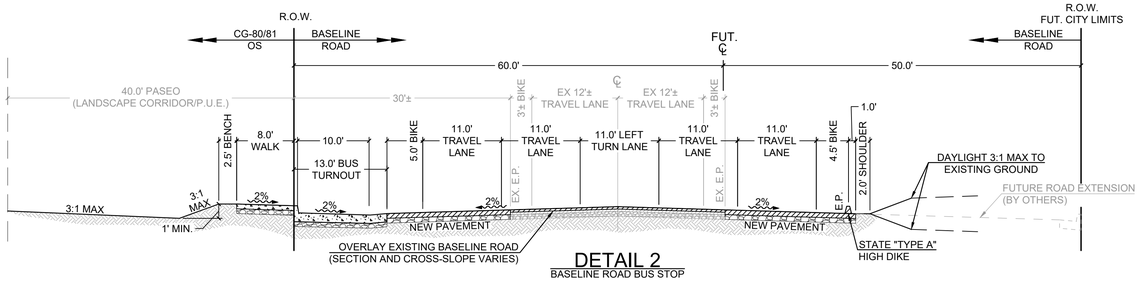
THE CYRIL G. BARBACCIA
IRREVOCABLE TRUST

SCALE: 1"=100'
MAY 2021

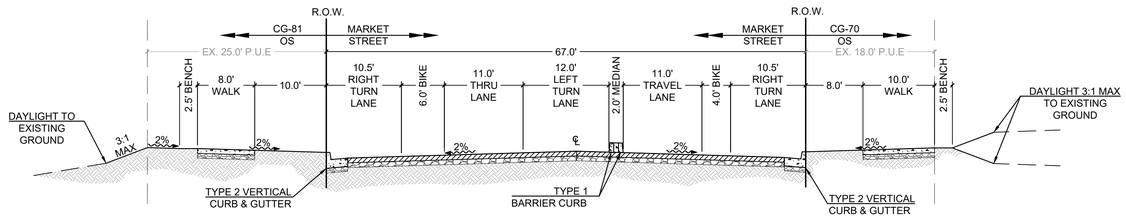
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Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



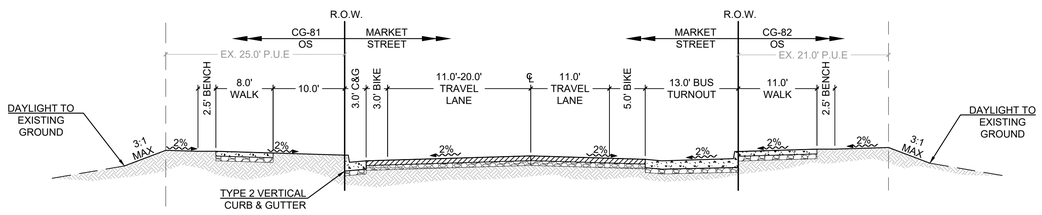
DETAIL 1
BASELINE ROAD



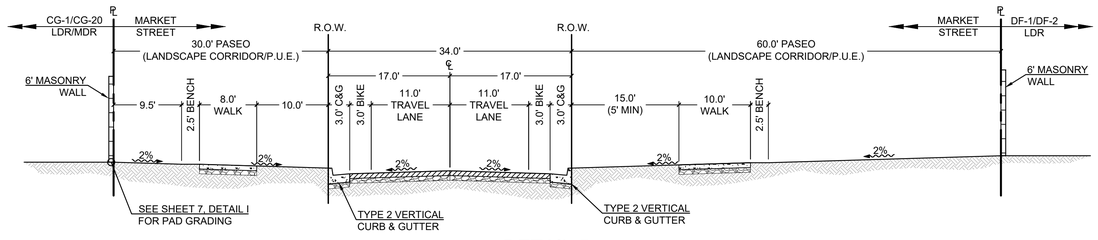
DETAIL 2
BASELINE ROAD BUS STOP



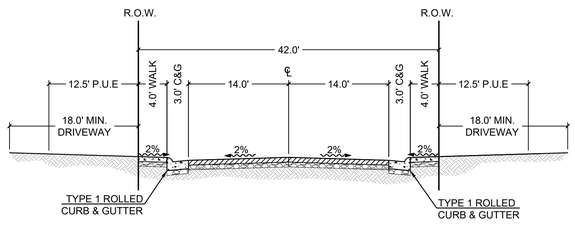
DETAIL 3
MARKET STREET AT BASELINE INTERSECTION



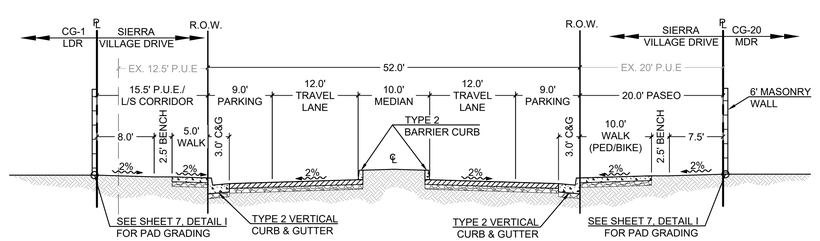
DETAIL 4
MARKET STREET BUS STOP



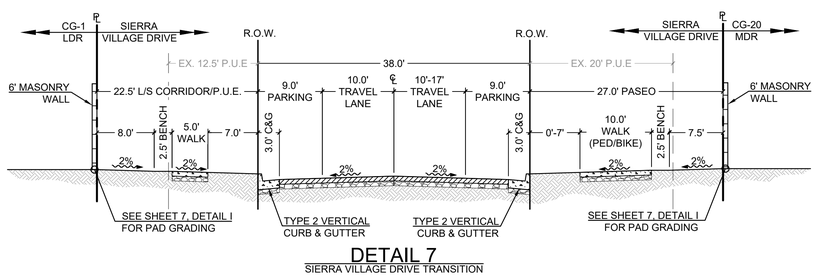
DETAIL 5
MARKET STREET



TYPICAL MINOR RESIDENTIAL STREET

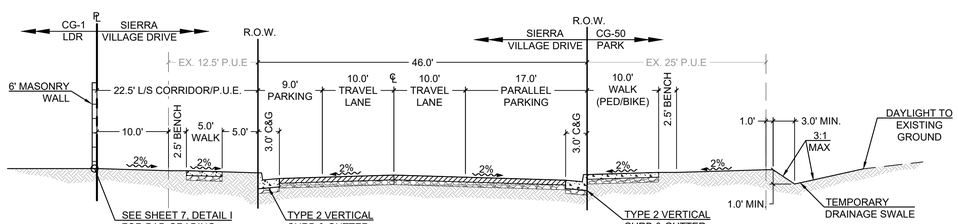


DETAIL 6
SIERRA VILLAGE DRIVE MEDIAN



DETAIL 7
SIERRA VILLAGE DRIVE TRANSITION

DETAIL 8
SIERRA VILLAGE DRIVE



DETAIL 9
SIERRA VILLAGE DRIVE PARK FRONTAGE

STREET SECTIONS
PHASED TENTATIVE SUBDIVISION MAP
FOR
PARCELS CG-1 & CG-20

4178 & 4230 MARKET STREET

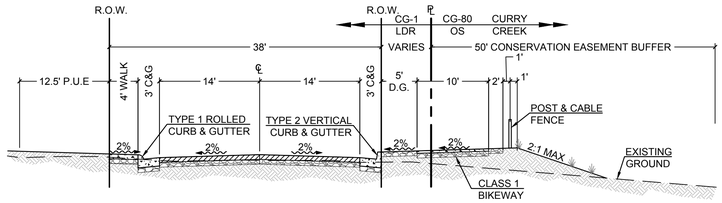
A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

THE CYRIL G. BARBACCIA
IRREVOCABLE TRUST

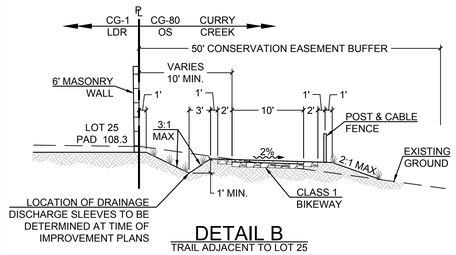
SCALE: 1"=10' HORZ. / 1"=5' VERT.
MAY 2021

SHEET: 6 OF 7

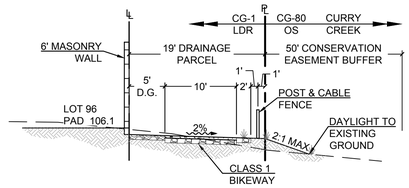
J M H
weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



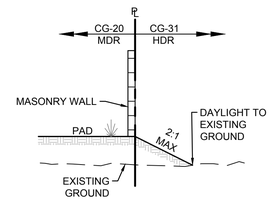
DETAIL A
MINOR RESIDENTIAL STREET ADJACENT TO OPEN SPACE



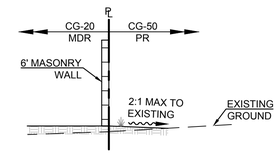
DETAIL B
TRAIL ADJACENT TO LOT 25



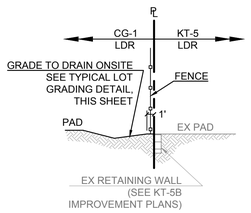
DETAIL C
TRAIL ADJACENT TO LOT 96



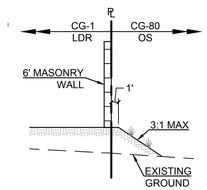
DETAIL D
CG-20 BOUNDARY GRADING ADJACENT TO CG-31



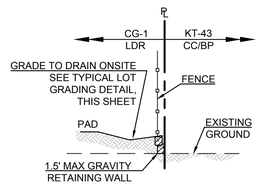
DETAIL E
CG-20 BOUNDARY GRADING ADJACENT TO CG-50



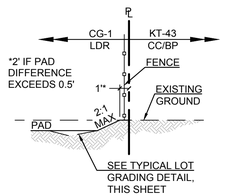
DETAIL F
CG-1 BOUNDARY GRADING ADJACENT TO KT-5



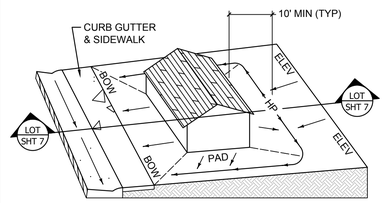
DETAIL G
CG-1 BOUNDARY GRADING ADJACENT TO CG-80



DETAIL H (FILL)
CG-1 BOUNDARY GRADING ADJACENT TO KT-43

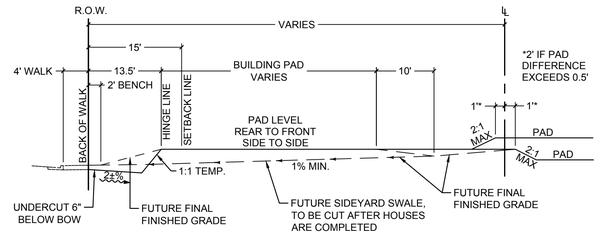


DETAIL H (CUT)
CG-1 BOUNDARY GRADING ADJACENT TO KT-43

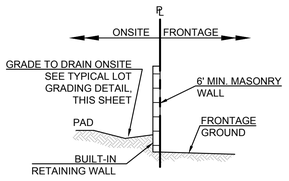


TYPICAL LOT GRADING DETAIL

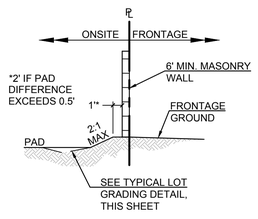
NOTES:
1. PAD ELEVATION MUST BE A MINIMUM OF 0.3' ABOVE HIGH POINT OF SWALE.
2. REAR AND SIDEYARD SWALES AND FINISH LOT GRADING SHALL BE PERFORMED BY OTHERS AT TIME OF BUILDING PERMIT.
3. PAD ELEVATIONS ARE DESIGNED SUCH THAT THE PAD ELEVATION SPECIFIED WILL ACCOMMODATE REAR AND SIDE YARD SWALES TO BE GRADED AT A MINIMUM GRADIENT OF 1%.



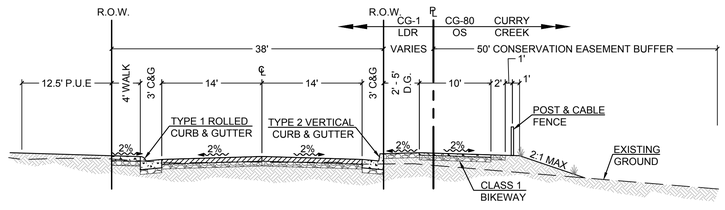
DETAIL LOT
TYPCIAL LOT GRADING SECTION



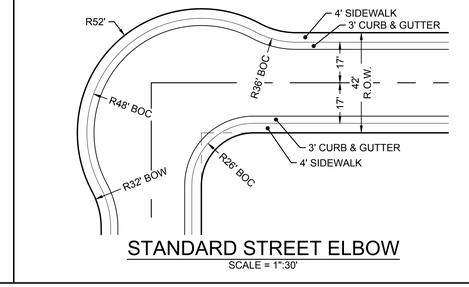
DETAIL I (PAD HIGH)
BOUNDARY GRADING ADJACENT TO FRONTAGE



DETAIL I (PAD LOW)
BOUNDARY GRADING ADJACENT TO FRONTAGE



DETAIL J
MINOR RESIDENTIAL STREET ADJACENT TO OPEN SPACE



STANDARD STREET ELBOW
SCALE = 1":30'

GRADING SECTIONS & DETAILS

PHASED TENTATIVE SUBDIVISION MAP

FOR

PARCELS CG-1 & CG-20

4178 & 4230 MARKET STREET

A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST

SCALE: 1"=10' HORZ. 1"=5' VERT.
MAY 2021

SHEET: 7 OF 7

JMH weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

PC Exhibit D

PHASE 3
44 LOTS

PHASE 1A
32 LOTS

PHASE 1B
26 LOTS

PHASE 2
57 LOTS

PHASE LINE (TYP.)

SIERRA VILLAGE DRIVE

1ST STREET

2ND STREET

1ST DRIVE

D STREET

A STREET

B STREET

C STREET

E STREET

PINDOS WAY

MARKET STREET

BASELINE ROAD
- Under construction during Phase 1A
- Completed before Phase 2

NEW TRAFFIC SIGNAL

CG-50 PR

DF-71 OS

DF-1 LDR

DF-2 LDR

DF-72 OS

KT-5 LDR

CG-1 LDR

CG-82 OS

CG-3 OS

CG-70 OS

KT-43 CG/BP

CG-80 OS

N

0 40' 80' 160'

SCALE 1" = 80'

PHASING PLAN EXHIBIT

PHASED TENTATIVE SUBDIVISION MAP

FOR

PARCELS CG-1 & CG-20

4178 & 4230 MARKET STREET

A PORTION OF THE SIERRA VISTA SPECIFIC PLAN AREA

THE CYRIL G. BARBACCIA
IRREVOCABLE TRUST

SCALE: 1"=80'
MAY 2021

JMH Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

Allocation of Affordable Housing Goal

The affordable housing units within the SVSP have been allocated to specific MDR and HDR parcels as identified in Table 5-3, with designated parcels reflected on Figure 5-1. The intent is to distribute affordable units throughout the Plan Area. In addition, through implementation of the Affordable Housing Plan, the City should work with property owners to define alternative solutions, such as carriage units or granny flats in LDR and MDR areas, which also meet the intent of the Program.

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low Income Rental	Low Income Rental	Middle[2] Income Purchase
~~**CG-20**~~	~~MDR~~	~~44~~	~~20~~			~~20~~
CO-20	MDR	84	34			34
DF-20[1]	MDR	113	23	9	9	5
KT-20	MDR	202	31			31
CG-31	HDR	420	**100**~~80~~	**50**~~40~~	**50**~~40~~	
FD-30	HDR	86	86	43	43	
FD-31	HDR	86	86	43	43	
FD-32	HDR	178	43			43
KT-30	HDR	150	124	62	62	
JM-30[4]	HDR	176	176	88	88	
WB-30	HDR	237	237[3]	68	169[3]	
WB-32	HDR	128	128[3]	92	36[3]	
Total			**1,068**[3]	**445**	**490**[3]	**133**

1 Carriage units are intended to fulfill the very-low and low income obligation
2 Middle-income purchase unit obligations may also be fulfilled via additional low-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.
3. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.
4. Parcel JM-30 includes 8 units (4 Very-Low and 4 Low) transferred from NRSP Parcel M-31 (File #PL17-0204), 5 units transferred from SVSP Parcel JM-40 (File #PL20-0103), and 12 units transferred from SVSP Parcel JM-21 (File #PL20-0191).

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF ROSEVILLE
AND CYRIL G. BARBACCIA IRREVOCABLE TRUST
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment to Development Agreement by and among the City of Roseville and Cyril G. Barbaccia Irrevocable Trust relative to the Sierra Vista Specific Plan area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;

2. The First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The First Amendment to Development Agreement is in conformance with the public health, safety and welfare;

4. The First Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the First Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 3. The First Amendment to the Development Agreement, by and among the City of Roseville and Cyril G. Barbaccia Irrevocable Trust, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Cal. Govt. Code § 27383

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976 RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This First Amendment of Development Agreement is entered into this_____day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976 ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Landowner and City entered into a Development Agreement (the "Original Development Agreement"), which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010 in the Official Records of Placer County as Document No. 2010-0045865-00. City and Landowner entered into the Original Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement.

B. This First Amendment to the Development Agreement (the "First Amendment") affects a portion of the Property (the "First Amendment Property"), as described in Exhibit "A" and depicted on Exhibit "B" attached to this First Amendment, and shall run with the land described in Exhibit "A" and depicted on Exhibit "B" hereto.

C. This First Amendment is authorized by Section 1.4 of the Original Development Agreement and Section 65868 of the California Government Code.

D. City and Landowner wish to enter into this First Amendment in order to amend the affordable housing provisions and residential development standards for the First Amendment Property.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Original Development Agreement are hereby amended as follows:

   a. TABLE OF CONTENTS. The following entry is added to the Table of Contents in its entirety to read as follows:

      "2.2.1 Property Specific Development Standards"

   b. NEW SECTION 2.2.1. Section 2.2.1 is added in its entirety to read as follows:

      "2.2.1 Property Specific Development Standards. At Landowner's option, either the Residential Single Family/Development Standards (RS/DS) attached hereto as Exhibit "E-1" or the RS/DS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the First Amendment Property."

   c. REVISED SECTION 2.6. The third paragraph of Section 2.6 is revised in its entirety to read as follows:

      "Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and Exhibit "F"."

   d. TABLE OF CONTENTS. The following entry is removed from the Original Development Agreement Table of Contents in its entirety

      "2.6.1 Affordable Purchase Residential Units"

   e. REMOVE. The entirety of Section 2.6.1, including all subsections as shown below, is removed from the Original Development Agreement:
      2.6.1 Affordable Purchase Residential Units
      2.6.1.1 Required Agreements
      2.6.1.2 Content
      2.6.1.3 No City Subsidies
      2.6.1.4 Transfer of Obligation
      2.6.1.5 In Lieu Fee – Affordable Housing
      2.6.1.6 Community Facilities District

   f. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Original Development Agreement is revised in its entirety to read as follows:

      "2.6.2.1 Affordable Obligation. Landowner agrees that one hundred (100) affordable rental units will be reserved within the First Amendment Property, including fifty (50) units for rental to very low-income households and fifty (50) units for rental to low-income households."

Parcels	Total Units in Parcels	Total Affordable	Very Low-Income Rental	Low Income Rental Units
CG-31	420	100	50	50

g. REVISED SECTION 2.6.2.2. Section 2.6.2.2 is replaced in its entirety to read as follows:

"2.6.2.2 Required Agreements. Prior to the issuance of a building permit for the applicable Affordable Parcel(s), the parties shall enter into City's then current form of Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee."

h. RENUMBERED SECTIONS. Sections 2.6.2.2, 2.6.2.3, and 2.6.2.4 are renumbered as follows:

Section 2.6.2.2 entitled "Transfer/Satisfaction of Obligation" is renumbered to Section 2.6.2.3.
Section 2.6.2.3 entitled "Compensation by City" is renumbered to Section 2.6.2.4.
Section 2.6.2.4 entitled "Community Facilities Districts" is renumbered to Section 2.6.2.5.

i. REVISED LIST OF EXHIBITS. The following entries are added to the List of Exhibits:

"Exhibit "E-1": RS/DS Development Standards"
"Exhibit "F-1": Affordable Rental Units"

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan area, including without limitation, any other portion of the Property.

4. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Original Development Agreement, except as specified herein. In the event of any conflict, the language of this First Amendment shall be controlling in all events or circumstances. As amended hereby, the Original Development Agreement remains in full force and effect.

5. FORM OF AGREEMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No._____, adopted by the Council of the City of Roseville on the _____ day of_____, 2021.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

LANDOWNER:

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976

By:_____
John J. Guerra
Trustee

EXHIBIT A
LEGAL DESCRIPTION OF FIRST AMENDMENT PROPERTY

All that certain real property situated in the City of Roseville, Placer County, California more particularly described as follows:

Lots 2, and 4, as shown and designated on the Map entitled Sierra Vista – CGB, Large Lot Subdivision No. PL15-0192, filed for record on June 04, 2019 in Book EE of Maps at Page 56, Placer County Records.

Exhibit "B"
Depiction of First Amendment Property

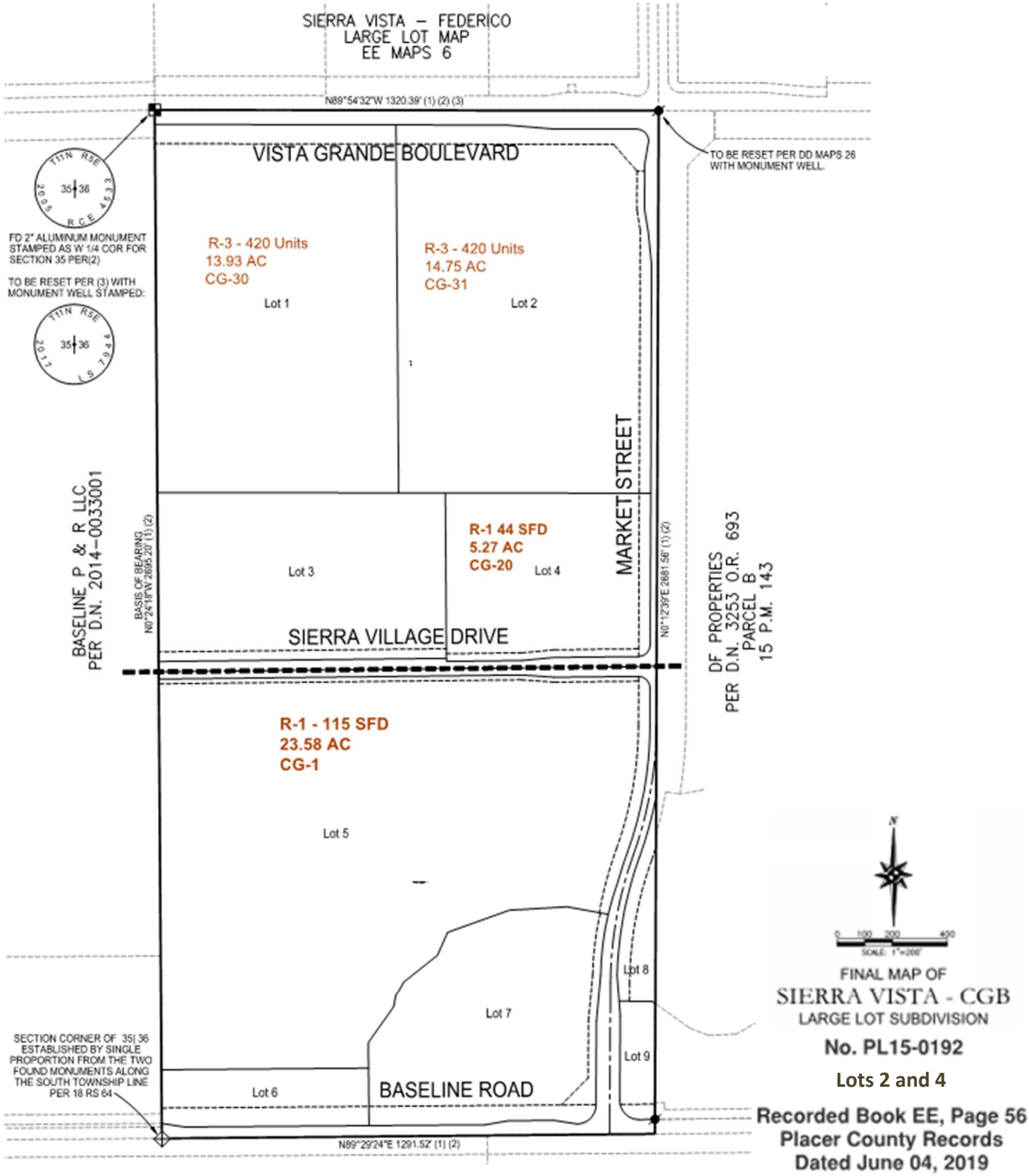


Exhibit "E-1"
MDR RS/DS Development Standards

	Single Family with Attached Sidewalk [4]	Single Family with Separated Sidewalk [2, 4]
Lot Size (minimum)		
Area, Interior Lot	*3,000 sq. ft.*	*2,800 sq. ft.* [2]
Area, Corner Lot	*3,300 sq. ft.*	*3,000 sq. ft.* [2]
Width, Interior	*40 ft.*	*40 ft.*
Width, Corner	*50 ft.*	*45 ft.*
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front[3]	*14 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door	*9 ft. to living space or side wall of garage;* 18 ft. min. driveway depth w/ roll-up garage door
Sides [3, 5]	5 ft. interior side 12.5 ft. street side on corner	5 ft. interior side *7.5 ft. street side on corner*
Rear	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*	*10 ft. to 1st story wall* *15 ft. to 2nd story wall*
Coverage (maximum)		
Site Coverage	None *& no min. usable open space required*	None *& no min. usable open space required*
Height (maximum)		
Height	35 ft.	35 ft.
Other Provisions		
Front Yard Stagger	None required, but optional per unit design	None required, but optional per unit design
2nd story wall separation	10 ft.	10 ft.
Two-story unit mix	No limit	No limit
Stagger for 3rd car garages	2 ft. between 3rd car bay and two-car garage	2 ft. between 3rd car bay and two-car garage

1. Items in *italics* represent modifications to City Zoning Ordinance Standards
2. Sidewalk separated from back of curb by 5-foot planter strip.
3. Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks measured from back of curb. Minimum separation between two-story elements shall be 10 feet.
4. A DRRS permit (required for neighborhoods greater than 7 du/ac) will be used to ensure compliance with the standards above.
5. Fence side yard setback is 5 feet from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5 feet from back of walk where facing a street with a detached sidewalk.

Exhibit "F-1": Affordable Rental Unit

