CITY OF ROSEVILLE CALIFORNIA

AGENDA
June 1, 2022

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

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 on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be

allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Update on South County Transportation Sales Tax Measure

Presentation by Mike Luken, Executive Director of Placer County Transportation Planning Agency, on the need, status, and outreach planned for a potential 2024 South County Transportation Sales Tax Measure and how it could impact the City. Discussion of other approaches to funding transportation infrastructure in Roseville.

CONTACT: Jason Shykowski 916-774-5331 jshykowski@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. NC-57 Dog Park Improvements Project - Approval of Plans and Specifications, and Authorization to Call for Bids

Memo from Park Development Project Manager Ken Peterson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the plans and specifications for the NC-57 Dog Park Improvements Project and authorization to call for bids. The NC-57 Dog Park is an existing 0.5-acre dog park site located at 1280 Antelope Creek Drive, in East Roseville. The first phase of work to construct the NC-57 Dog Park was completed in 2016. Dog park amenities planned include a doubled fences and gated entry area, ADA accessible pathway, drinking fountain, dog wash station, a seating bench and planting of various native trees using high efficiency irrigation methods. The architect's estimate for project construction is $145,000. Funding for the project is provided through the North Central Neighborhood Park Fund and was approved in the FY2014-15 budget in the NC 57 Neighborhood Park CIP. Maintenance of the park is funded from the General Fund and is expected to be minimal.

CC #: 2103

File #: 0704-01

CONTACT: Ken Peterson 916-774-1233 kjpeterson@roseville.ca.us

7.2. Vehicle Purchase – Sole Source Purchase Order

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-187 APPROVING A SOLE SOURCE PURCHASE ORDER FOR A LENCO BEARCAT G2 TACTICAL RESPONSE VEHICLE. Staff requests Council approve a sole source purchase order to Lenco Industries, Inc. for one Lenco BearCat G2 tactical response vehicle in the amount of $344,348. Lenco does not collect California sales tax so the City will pay $25,563 directly to the California Department of Tax and Fee Administration for a total purchase price of $369,911. Funding for this vehicle is included in the FY2021-22 Fleet Replacement budget.

CC #: 2107

File #: 0203-01

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

7.3. Warehouse Construction – Contract Purchase Agreement

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-190 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002216). Staff requests Council approve a contract purchase agreement with Carter-Kelly Incorporated to provide construction, engineering, and project management services for the construction of an 1,800 square foot parts warehouse for the Wastewater Collections Division located at 1800 Booth Road in the amount of $301,460 with a ten percent, or $30,146, contingency for increasing costs of construction materials. Funding will be provided from the Environmental Utilities Department's approved Wastewater Collections Warehouse Project budget.

CC #: 2106

File #: 0800-02

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

7.4. Cirby Creek Bank Stabilization Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Joe Arino and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Cirby Creek Bank Stabilization Project and authorizing staff to call for bids. The scope of this project consists of reconstructing an existing failed drainage outfall to City standards and stabilizing the eroding bank of Cirby Creek at the outfall, located at the rear portion of two residential properties on the south side of Juanita Way. The engineer's estimate for this project is approximately $170,000 and the project will funded by Highway User Tax Funds. No General Fund resources will be used for the project.

CC #: 2093

File #: 0900-04

CONTACT: Joe Arino 916-774-5460 jarino@roseville.ca.us

7.5. Computers and Technology Equipment - Purchase Orders

Memo from Client Service Supervisor Traci Bringgold and Chief Information Officer Hong Sae recommending the City Council approve purchase orders with CDW Technologies LLC for computers, technology equipment and software using Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and Omnia Contract R210401 for Region 4 Education Service Center. The total estimated cost for FY2022-23 is $750,000 and funding is included in the proposed FY2022-23 Information Technology Department budget and other departmental budgets.

CC #: 2094

File #: 0203-06

CONTACT: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

7.6. Aqueous Ammonia (BACC 03-2021) - Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-182 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HILL BROTHERS CHEMICAL COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001862). Staff requests Council approve the renewal of a contract purchase agreement with Hill Brothers Chemical Company as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 03-2021 for the supply and delivery of Aqueous Ammonia for the Roseville Energy Park. The annual cost is $200,000. Funding is included in the Electric Department's proposed FY2022-23 Electric Fund budget.

CC #: 2092

File #: 0203-03

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

7.7. Ferric Chloride (BACC 06-2022) – Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-185 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KEMIRA WATER SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001884). Staff requests Council approve a contract purchase agreement with Kemira Water Solutions, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 06-2022 for the supply and delivery of Ferric Chloride for the Dry Creek Wastewater Treatment Plant. The annual cost is $124,800. Funding is included in the Environmental Utilities Department's proposed FY2022-23 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 approvals until the contract expires or until City

staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 2097

File #: 0203-03

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

Resolutions

7.8. Creekview Community Facilities District No. 1 - Improvement Area No. 2 Annexation - Resolution of Intention to Annex Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-186 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO ANNEX TERRITORY TO CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN. At the developer's request, an area being designated "Improvement Area No. 2" is being annexed into the Community Facilities District (CFD), leaving the remaining areas for possible future annexations. Improvement Area No. 2 includes Phase 3 and 4 of the Project and includes a total of 729 residential lots. The Phase 5 annexation is not yet determined and could annex into Improvement Area No. 2, or be its own improvement area in the future. The CFD generates special taxes that will be paid by the property owners sufficient to pay the costs of the 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 annexation will not impact the City's General Fund.

CC #: 2101

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

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

7.9. Sanitary Survey Update of the American River Watershed Area – Memorandum of Understanding

Memo from Water Treatment Plant Chief Operator Stephen Peterson and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-183 APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CARMICHAEL WATER DISTRICT, THE CITY OF FOLSOM, THE CITY OF SACRAMENTO, EAST BAY MUNICIPAL UTILITY DISTRICT, EL DORADO IRRIGATION DISTRICT, FOLSOM STATE PRISON, GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, GOLDEN STATE WATER COMPANY, PLACER COUNTY WATER AGENCY, SACRAMENTO COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Memorandum of Understanding regarding contracting and apportionment of costs for a sanitary survey update of the American River Watershed area and related activities. The City of Roseville, City of Sacramento, Carmichael Water District, City of

Folsom, East Bay Municipal Utility District, El Dorado Irrigation District, Folsom State Prison, Georgetown Divide Public Utility District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, and San Juan Water District are party to this collaborative agreement. The total cost for this update will not exceed $250,200, with the City's allocated share being $21,610. Roseville's share will be paid from the existing budget within the Water Utility, from the Water Treatment and Storage cost center budget funded from the Water Operations Fund which generates revenue from water utility sales.

CC #: 2095

File #: 0800-02

CONTACT: Stephen Peterson 916-746-1996 speterson@roseville.ca.us

7.10. Sierra Vista Specific Plan, Baseline Road Segment 4 - Reimbursement Agreement

Memo from Principal Engineer Matthew Todd and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-188 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a reimbursement agreement with Anthem United Torrente Homes Limited Partnership in the amount of $2,076,545.38 for roadway improvements along Baseline Road, including signalized intersection improvements at Market Street, within the Sierra Vista Specific Plan that are beyond the developer's obligations. The funding sources are the City/County Traffic Mitigation Fund and the Sierra Vista Set-Aside in the City's Traffic Mitigation Fund, resulting in no impact to the City General Fund.

CC #: 2104

File #: 0400-04-12-1

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

7.11. Bus Transport Services - Agreement Amendment

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-184 APPROVING THE FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an Agreement between the City and Roseville Joint Union High School District regarding District Bus Transport Services. These bus transport services are for off-site Parks, Recreation & Libraries (PRL) program field trips, adding value to PRL Adventure Camp, Camp Roseville, Teen Scene and summer SPARKS programs. The costs for bus transport services are based on per hour and per mile rates, plus a 10% administrative fee. The cost for bus services are included in the approved FY2021-22 Parks, Recreation & Libraries budget and the proposed FY2022-23

budget, and will be included in future fiscal year budgets, and are fully offset by program revenues.

CC #: 2096

File #: 0704

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

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

7.12. Sun City - Phase 2A Resurfacing Project - Road Maintenance and Rehabilitation Account Project Identification & Budget Adjustment

Memo from Assistant Engineer Gursewak Singh and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-189 ADOPTING THE SUN CITY PHASE 2A RESURFACING PROJECT FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017; and adopt ORDINANCE NO. 6499 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council adopt a resolution, as required by Senate Bill 1, identifying the Sun City Phase 2A Resurfacing Project for use of the City's 2023 funding allotment from the Road Maintenance and Rehab Account (RMRA). Staff requests Council approve a budget adjustment in the amount of $2,900,000 from the RMRA Fund, and Highway Users Tax Fund. The requested budget adjustment will establish the budget for staff time, construction management, and the construction contract for the residential resurfacing within Phase 2A of the Sun City Residential Neighborhood. In addition, this item identifies the City's 2022 Residential Resurfacing Project for use of the 2022-2023 RMRA funding allotment. This project has no fiscal impact on the General Fund.

CC #: 2105

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

CONTACT: Gursewak Singh 916-746-1305 gsingh2@roseville.ca.us

7.13. Senate Bill 1383 - Roseville Municipal Code Amendments

Memo from Environmental Utilities Compliance Administrator Michelle White and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6501 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING AND REPLACING CHAPTER 9.12 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE AND WASTE COLLECTION AND AMENDING CHAPTER 9.17 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REFUSE HAULING AND RECYCLING, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 1, 2022 AS AN URGENCY ORDINANCE. Staff requests Council approve the municipal code edits which are intended to comply with the new organic waste diversion requirements set forth in SB 1383 and redefine the terms “Garbage” and “Organic Waste” with a goal of reducing organic materials delivered to landfills. These proposed municipal code edits reflect the City’s current waste collection practice of using a two-container collection service and do not impose new systems or procedures for customers or

the City as it relates to regular waste collection. If the City transitions in the future to a different container system (e.g. a three-container residential system), the City Council would be presented with further proposed amendments to the Roseville Municipal Code, as necessary, to remain in compliance with SB 1383. The proposed municipal code updates will have ongoing fiscal impacts on the Environmental Utilities Waste Services Operation Fund in waste tipping and processing fees.

CC #: 2110

File #: 0800-02

CONTACT: Michelle White 916-774-5774 mjwhite@roseville.ca.us

Ordinances (for second reading and adoption)

7.14. Second Reading - Municipal Code Amendments - Water Utility

ORDINANCE NO. 6500 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.08.020 AND 14.08.060 OF CHAPTER 14.08 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER, AMENDING SECTIONS 14.09.030, 14.09.050, 14.09.060, 14.09.070, 14.09.080, 14.09.090, 14.09.100, 14.09.110 AND 14.09.120 OF CHAPTER 14.09 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER CONSERVATION, AMENDING SECTIONS 14.10.020, 14.10.030, 14.10.040, 14.10.060, 14.10.080, AND 14.10.110 OF CHAPTER 14.10 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BACKFLOW PREVENTION INSPECTION AND CROSS-CONNECTION CONTROL, AND AMENDING SECTION 14.11.040 OF CHAPTER 14.11 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WELL WATER, for second reading and adoption.

CC #: 2109

File #: 0800-02

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

Reports / Requests

7.15. Out-of-State Travel - Parks, Recreation & Libraries Department

Memo from Parks, Recreation & Libraries Manager Julie Sparkes and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve out-of-state travel in July to Johnson County, Kansas for five Parks, Recreation & Libraries staff to visit several successful multi-sport field complexes and universally accessible playgrounds, in preparation for the construction of the Roseville Sports Complex and accessible playground. Travel and lodging is estimated at $1,500 per person for a total cost of $7,500. There are sufficient funds in the Parks, Recreation & Libraries budget in the General Fund to cover the expenditure. No additional funds are being requested.

CC #: 2099

File #: 0600-02

CONTACT: Julie Sparkes 916-774-5244 jsparkes@roseville.ca.us

7.16. HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 2098

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

7.17. Resolution - Rosalinda Parra

Commend Rosalinda Parra for her 18 years of outstanding service and dedication to the City of Roseville, congratulate her for her many accomplishments, and wish her a long, healthy, and enjoyable retirement.

CC #: 2100

File #: 0102-10

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

END OF CONSENT CALENDAR

8. 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.

8.1. Sierra Vista Specific Plan JMC Tentative Map #4 - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendments

Memo from Associate Planner Shelby Maples and Development Services Director Mike Isom recommending the City Council consider the Addendum to the Sierra Vista Specific Plan Environmental Impact Report; adopt RESOLUTION NO. 22-191 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 22-192 AMENDING THE SIERRA VISTA SPECIFIC PLAN; introduce for first reading an ORDINANCE OF THE CITY COUNCIL OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; consider the five (5) findings of fact and introduce for first reading an ORDINANCE ADOPTING THE SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SV218, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; consider the five (5) findings of fact and introduce for first reading an ORDINANCE ADOPTING THE SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and consider the five (5) findings of fact and introduce for first reading an ORDINANCE ADOPTING THE SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SVC2, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The proposed project will facilitate the development of 516 single-family residential lots within the Sierra Vista Specific Plan (SVSP) for a project known as JMC Tentative Map #4. The project proposes adjustments to large lot parcels within the SVSP; however, no changes will be made to the overall unit count. The project includes a General Plan Amendment to: move Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); change Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; change Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separate High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23 acres) and reduce the HDR acreage by 0.86 acres; and increase Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres. This will result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP. The project also includes a Specific Plan Amendment to reflect the General Plan land use changes, remove the Mixed-Use overlay from Parcel FD-41, reallocate the affordable unit allocation of 34 middle-income purchase units from CO-20 and four (4) middle-income purchase units on DF-20 to new Parcel FD-32B, and to transfer units

among several large lot parcels within the SVSP. A Rezone is requested to align zoning designations with the revised parcels and land use designations. The project also includes Amendments to three (3) Development Agreements, including the Sixth Amendment to the Federico Development Agreement, Second Amendment to the Mourier Investments LLC Development Agreement, and the Second Amendment of the DF Properties Development Agreement to reflect the project changes and reallocation of affordable units. The project is not anticipated to result in negative impacts to the City's General Fund.
CC #: 2108

File #: 0400-04-12-2 & 0400-03 & 0400-04

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

9. REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 2103
File #: 0704-01

Title:	NC-57 Dog Park Improvements Project - Approval of Plans and Specifications, and Authorization to Call for Bids
Contact:	Ken Peterson 916-774-1233 kjpeterson@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council approve the plans and specifications for the NC-57 Dog Park Improvements Project and authorize staff to call for bids.

BACKGROUND

NC-57 Dog Park is a 0.5-acre off-leash dog park site located on Antelope Creek Drive, east of the intersection at Creekside Ridge Dr. in East Roseville. The first phase included the installation of the dog park perimeter fencing and was completed in 2016. The dog park is currently not open for public use as it remains incomplete. The NC-57 Dog Park Improvements Project includes completing all work necessary to open the dog park for public use. Dog park amenities planned include a doubled fences and gated entry area, ADA accessible pathway, drinking fountain, dog wash station, a seating bench and planting of various native trees using high efficiency irrigation methods. The architect's estimate for project construction is $145,000.

FISCAL IMPACT

Funding for the project is provided by the North Central Neighborhood Park Fund and was approved in the FY2014-2015 budget in the NC 57 Neighborhood Park CIP. Maintenance of the park is funded from the General Fund and is expected to be minimal.

ENVIRONMENTAL REVIEW

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

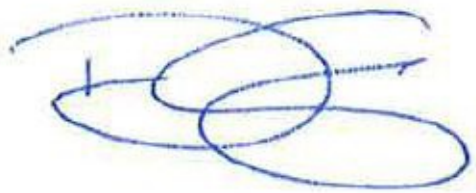
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Ken Peterson, Park Development Project Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

NC57 Dog Park Construction Drawings

NC-57 Dog Park, Technical Specifications

NC-57 Vicinity Map

GENERAL NOTES:

1. LANDSCAPE IMPROVEMENTS TO BE CONSTRUCTED IN COMPLIANCE WITH THE CITY OF ROSEVILLE, CA STANDARD SPECIFICATIONS LATEST EDITION. IMPROVEMENTS ARE ALSO TO BE IN COMPLIANCE WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS LATEST EDITION, WHERE APPLICABLE. ALL WORK SHALL BE SUBJECT TO INSPECTION BY CITY OF ROSEVILLE, CA.

2. DESIGN: THE DRAWINGS HEREIN REPRESENT A GENERAL DESIGN TO BE IMPLEMENTED ON THE SITE DEPICTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY TO CLARIFY PLAN DETAILS RELATED TO SITE OR CONSTRUCTION DETAILS RELATED TO THE SITE OR CONSTRUCTION DETAILS NECESSARY FOR PROJECT COMPLETION.

3. COORDINATION: CONTRACTORS SHALL COORDINATE INSTALLATION AND SCHEDULING WITH THAT OF CITY'S REPRESENTATIVE AND OTHER CONTRACTORS EFFICIENTLY AND IN A TIMELY MANNER, ENSURING THE PROJECT COMPLETION IS UNIMPEDED AND INSTALLED CORRECTLY. THE CITY REPRESENTATIVE TO BE CONTACTED DIRECTLY AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO BEGINNING WORK.

4. BIDDING INFORMATION: SEE PROJECT SPECIFICATIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO BIDDING INFORMATION AND SITE VISITS PRIOR TO BID SUBMITTAL.

5. SITE CONDITIONS: SEE PROJECT SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO SITE CONDITIONS. CONTRACTOR TO EXAMINE EXISTING CONDITIONS OF SITE. IN THE EVENT THAT ON-SITE CONDITIONS DIFFER FROM CONDITIONS DEPICTED ON PLANS AND WILL IMPACT THE INSTALLATION PROCESS, THE CONTRACTOR WILL SUBMIT THESE FINDINGS TO THE CITY IN WRITING PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF THE EXISTING SITE CONDITIONS.SHOWN HEREIN ARE SUPERIMPOSED OVER DATA PROVIDED TO THE LANDSCAPE ARCHITECT BY OTHER SOURCES. THE CITY OF MODESTO SHALL NOT BE LIABLE FOR THE CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS RELATED TO THIS DATA. THE BASE INFORMATION IS PROVIDED AS AN AID ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND ACCOMMODATING ANY DISCREPANCIES.

6. BASE INFORMATION PROVIDED BY:

   CITY OF ROSEVILLE
   316 VERNON STREET
   ROSEVILLE, CA 95678
   PHONE: (916) 772-7529

7. UTILITIES SHOWN HAVE BEEN PLOTTED FROM RECORD INFORMATION. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UNDERGROUND SERVICE ALERT (U.S.A.) TO DETERMINE, IN THE FIELD, THE LOCATION OF ALL UNDERGROUND UTILITIES DURING CONSTRUCTION, CONTRACTOR SHALL PROTECT AND USE EXTREME CAUTION WHEN EXPOSING AND/OR WORKING NEAR EXISTING UTILITIES.

8. UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON-CALL PROGRAM. THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL CONTACT U.S.A. AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO BEGINNING WORK. ONLY EXCAVATIONS WILL REVEAL ACTUAL TYPES, LOCATIONS, SIZES AND DEPTHS OF UNDERGROUND UTILITIES. THE CITY OF MODESTO ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF9. UNDERGROUND UTILITIES OR OF BURIED EXISTING OBJECTS AND UTILITIES NOT SHOWN ON THESE PLANS.

9. THE CONTRACTOR SHALL KEEP A CURRENT SET OF DRAWINGS ON SITE AT ALL TIMES WITH DEVIATIONS FROM ORIGINAL PLANS AND SPECIFICATIONS NOTED. UPON PROJECT COMPLETION THE CONTRACTOR WILL PROVIDE THE CITY WITH A DIGITAL FORMAT AND HARD COPY COMPLETE SET OF RECORD DRAWINGS.

10. CONTRACTOR SHALL LOCATE AND PRESERVE ALL SURFACE AND SUB-SURFACE FACILITIES WHICH MAY BE IN THE WORKING AREA.

LAYOUT NOTES:

1. MANUFACTURER NAMED ITEMS ARE FOR STANDARD OF REFERENCE AND DO NOT NECESSARILY LIMIT SUPPLY TO NAMED MANUFACTURERS.

2. CONTRACTOR SHALL EXAMINE RELATED WORK AND SURFACES BEFORE STARTING WORK OF THIS SECTION AND SHOULD REPORT TO THE CITY IN WRITING ANY CONDITIONS WHICH WILL PREVENT THE PROPER PROVISION OF THIS WORK. BEGINNING THE WORK OF THIS SECTION WITHOUT REPORTING UNSUITABLE CONDITIONS CONSTITUTES ACCEPTANCE OF CONDITIONS. ANY REQUIRED REMOVAL, REPAIR OR REPLACEMENT OF THIS WORK CAUSED BY UNSUITABLE CONDITIONS SHALL BE DONE AT NO ADDITIONAL COST TO THE CITY.

3. ALL EARTHWORK, GRADING AND SOIL DELIVERY/REMOVAL IS TO BE PROVIDED BY THE CONTRACTOR, IF APPLICABLE.

4. ALL CONCRETE FINISHES SHALL BE VERIFIED WITH CITY REPRESENTATIVE PRIOR TO INSTALLATION PER PROJECT SPECIFICATIONS.

SOIL QUANTITY:

1. THIS PROJECT HAS BEEN DESIGNED TO BALANCE CUT AND FILL.

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PARKS, RECREATION & LIBRARIES DEPARTMENT

NC-57 DOG PARK IMPROVEMENTS PROJECT

1280 ANTELOPE CREEK DRIVE
ROSEVILLE, CA 95678

NOTICE TO PLAN CHECKER:

PROJECT NAME: NC-57 DOG PARK IMPROVEMENTS PROJECT

PROJECT AREA: 16,280 SQUARE FEET

BUILDING CODE COMPLIANCE:

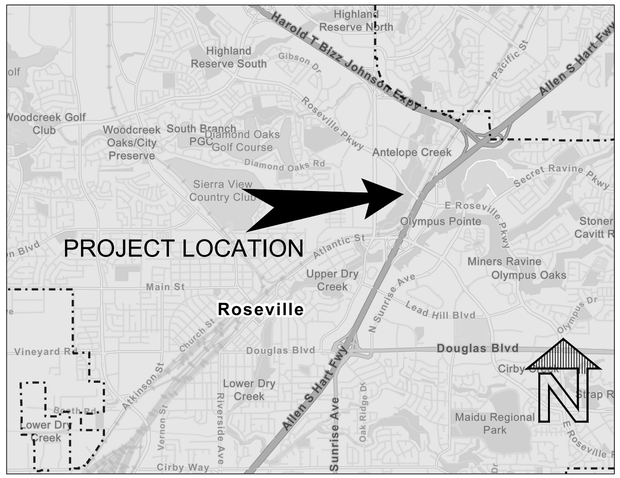
ALL WORK SHALL CONFORM TO THE FOLLOWING MODEL CODES AND ALL APPLICABLE CITY OF ROSEVILLE DESIGN STANDARDS:

2019 CALIFORNIA BUILDING CODE (CBC), WITH CITY OF ROSEVILLE AMENDMENTS
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
2019 CALIFORNIA MECHANICAL CODE (CMC),
2019 CALIFORNIA PLUMBING CODE (CPC),
2019 CALIFORNIA ELECTRICAL CODE (CEC), WITH CITY OF ROSEVILLE AMENDMENTS
2019 CALIFORNIA ENERGY STANDARDS (CES),
2019 CALIFORNIA FIRE CODE, WITH CITY OF ROSEVILLE AMENDMENTS (RFC).

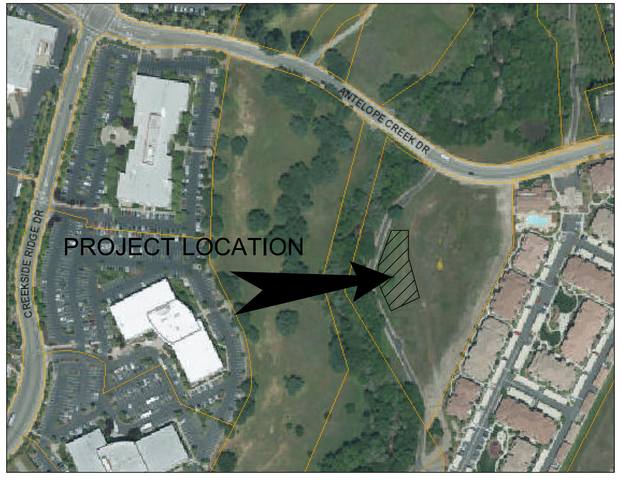
SHEET INDEX:

1	COVER SHEET
2	DEMOLITION & ADA ACCESS PLAN
3	EROSION CONTROL PLAN
4	GRADING PLAN
5	LAYOUT PLAN
6	HORIZONTAL CONTROL PLAN
7	IRRIGATION PLAN
8	PLANTING PLAN
9	CONSTRUCTION DETAILS
10	IRRIGATION DETAILS
11	PLANTING DETAILS

VICINITY MAP:



LOCATION MAP:



ABBREVIATIONS:

AC	ASPHALT	GV	GAS VALVE
BC	BACK OF CURB	HV VLT	HIGH VOLTAGE VAULT
BOL	BOLLARD	LIP	LIP OF GUTTER
BOW	BACK OF WALK	MS	CONCRETE MOW STRIP
CATV	CABLE TV BOX	NG	NATURAL GROUND
CB	CATCH BASIN	PAV	PAVEMENT
CLF	CHAIN LINK FENCE	PB	PACIFIC BELL
COL	COLUMN	SLB	STREET LIGHT BOX
C	CONCRETE	SSCO	SANITARY SEWER CLEAN OUT
DI	DRAINAGE INLET	SSMH	SANITARY SEWER MAN HOLE
EB	ELECTRICAL JUNCTION BOX	SW	SIDEWALK
EP	EDGE OF ASPHALT PAVEMENT	TC	TOP OF CURB
FDC	FIRE DEPARTMENT CONNECTION	TCDO	TOP OF CURB DRIVE OVER
FL	FLOWLINE	T 22"	TREE W/ 22" DIAMETER TRUNK
FNC	FENCE-HEIGHT & TYPE NOTED	WF	WOOD FENCE-HEIGHT NOTED
FOW	FACE OF WALK	WM	WATER METER
GRD RAIL	GUARD RAIL	WV	WATER VALVE
GM	GAS METER	WVLT	WATER VAULT

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EN- XX
BD-

CONSULTANT:

REGISTERED LANDSCAPE ARCHITECT
TARA L. GEE
No. 3868
Exp. April 2024
STATE OF CALIFORNIA

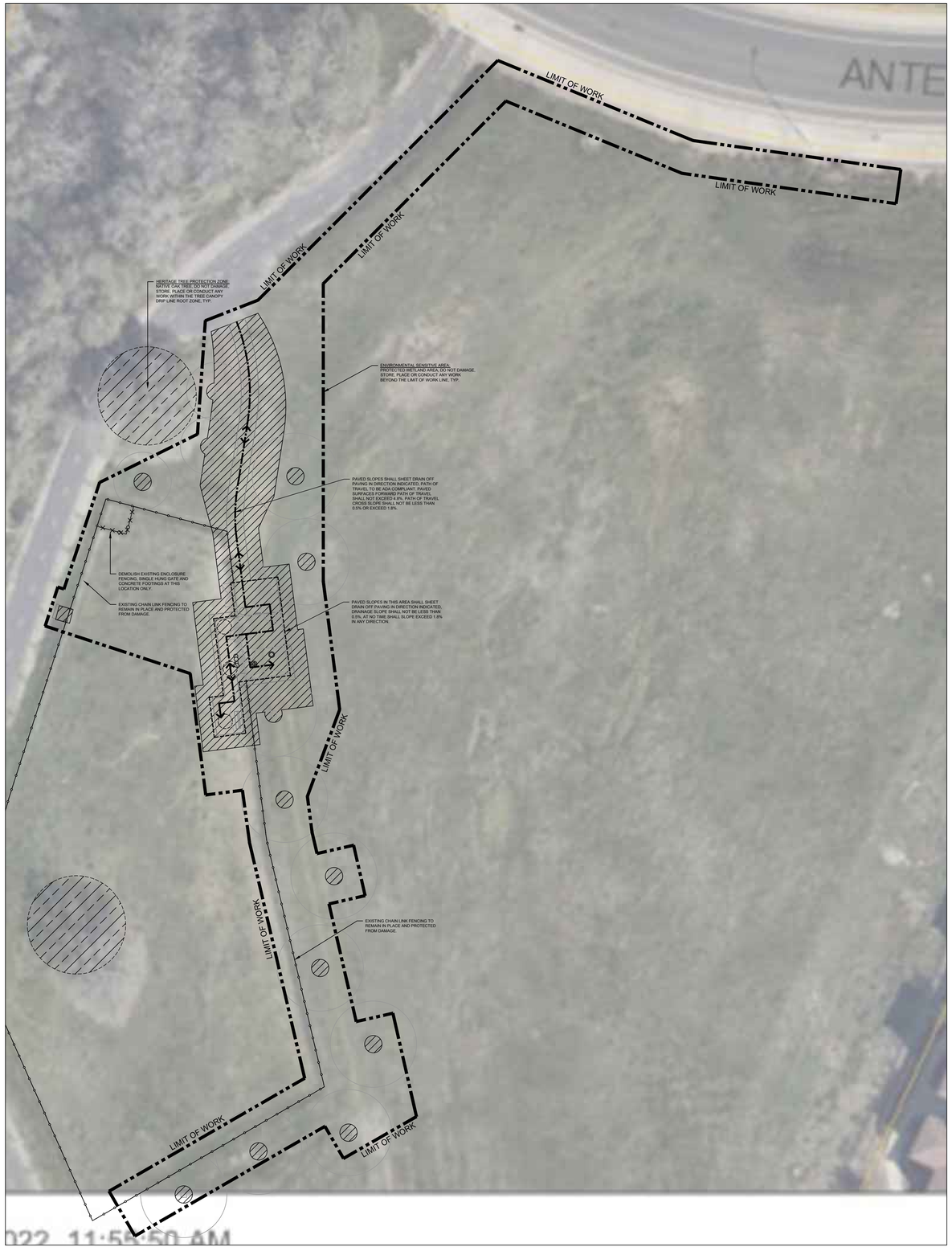
NC-57 DOG PARK IMRPOVEMENTS PROJECT
1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

COVER SHEET

SCALE: N/A

DRAWN BY: KJP
CHECKED BY: TLG
DATE: APRIL 2022
REVISIONS:

SHEET: 1 OF 11



DEMOLITION LEGEND

SYMBOL	DESCRIPTION	QTY
	CLEAR AND GRUB	4,250 SQ FT.
	HERITAGE TREE PROTECTION ZONE, PROHIBITED WORK AREA.	
	ADA ACCESSIBLE ROUTE	
	LIMIT OF WORK	

DEMOLITION GENERAL NOTES:

1. EXISTING IRRIGATION FEATURES/FACILITIES ARE TO BE PROTECTED IN PLACE AND REMAIN IN GOOD WORKING CONDITION DURING AND AFTER CONSTRUCTION.
2. ALL EXISTING SITE FEATURES ARE TO BE PROTECTED IN PLACE AND REMAIN UNDISTURBED UNLESS OTHERWISE NOTED. ANY SUCH FEATURES WHICH ARE DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. ALL DEMOLITION WORK NOTED ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE NOTED, SEE SPECIFICATIONS.

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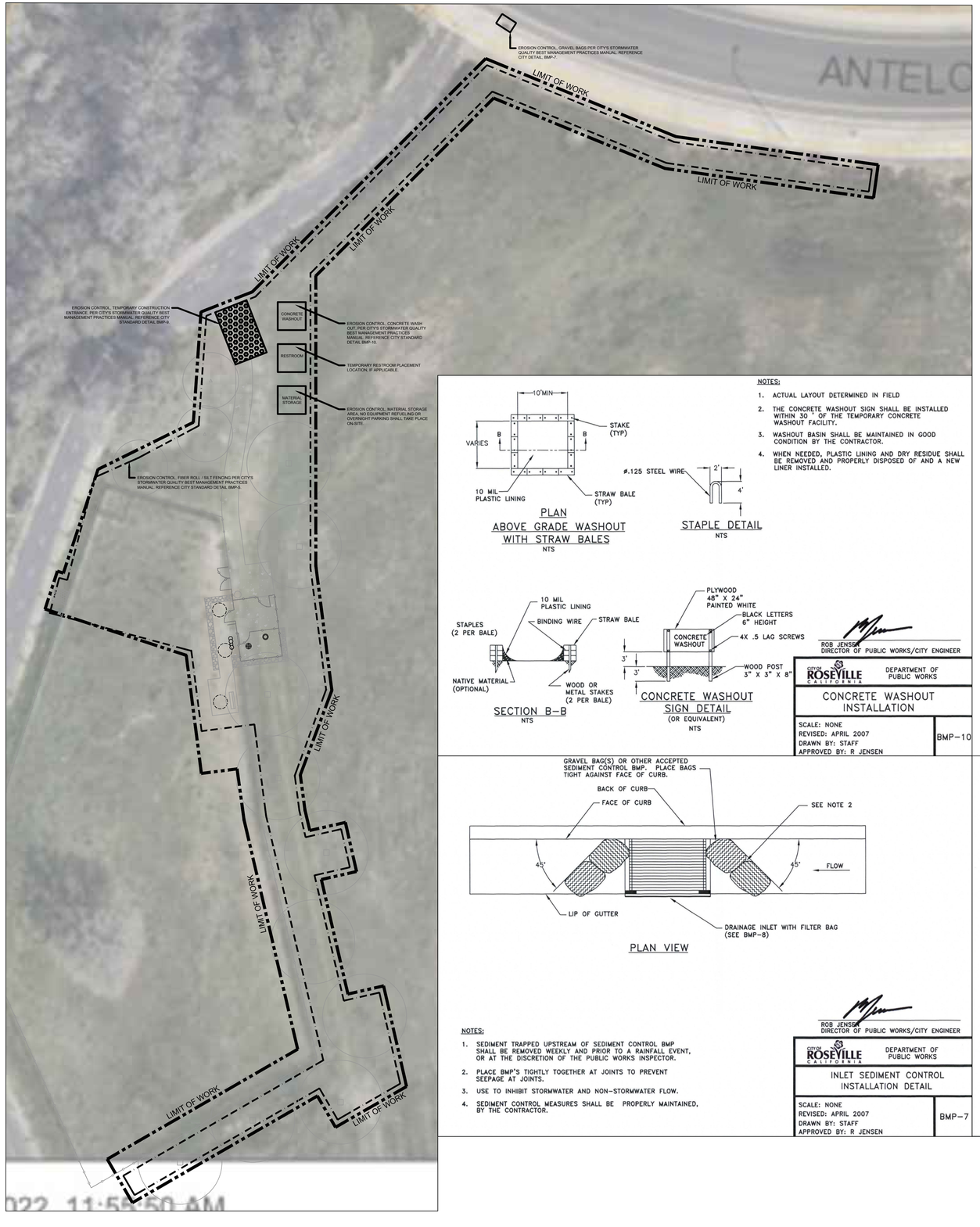
DEMOLITION & ADA ACCESS PLAN

SCALE: 1:20

DRAWN BY: KJP
CHECKED BY: TLG
DATE: APRIL 2022
REVISIONS:

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SHEET: 2 OF 11



NOTES:

1. ACTUAL LAYOUT DETERMINED IN FIELD
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 ' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. WASHOUT BASIN SHALL BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR.
4. WHEN NEEDED, PLASTIC LINING AND DRY RESIDUE SHALL BE REMOVED AND PROPERLY DISPOSED OF AND A NEW LINER INSTALLED.

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

CONCRETE WASHOUT INSTALLATION

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-10

NOTES:

1. SEDIMENT TRAPPED UPSTREAM OF SEDIMENT CONTROL BMP SHALL BE REMOVED WEEKLY AND PRIOR TO A RAINFALL EVENT, OR AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR.
2. PLACE BMP'S TIGHTLY TOGETHER AT JOINTS TO PREVENT SEEPAGE AT JOINTS.
3. USE TO INHIBIT STORMWATER AND NON-STORMWATER FLOW.
4. SEDIMENT CONTROL MEASURES SHALL BE PROPERLY MAINTAINED, BY THE CONTRACTOR.

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

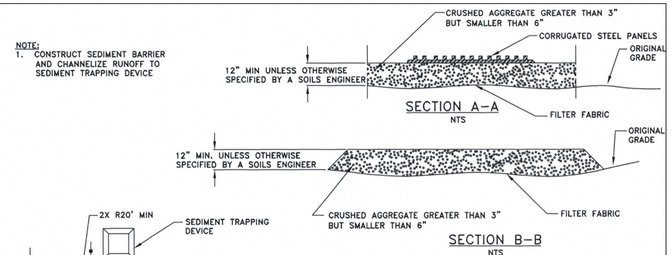
CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

INLET SEDIMENT CONTROL INSTALLATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-7

NOTE:
1. CONSTRUCT SEDIMENT BARRIER AND CHANNELIZE RUNOFF TO SEDIMENT TRAPPING DEVICE



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DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

STABILIZED CONSTRUCTION SITE ACCESS DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-9

EROSION CONTROL NOTES:

1. THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATE WITH CONSTRUCTION ACTIVITY (WQD 99-080-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE, OR FROM SITES SMALLER THAN ONE ACRE IF THE CONSTRUCTION ACTIVITY IS PART OF A LARGER PLAN OF DEVELOPMENT OR SALE THAT DISTURBS ONE ACRE OR MORE. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE, NOR A PRE-CONSTRUCTION MEETING PERMITTED TO BE SCHEDULED, PRIOR TO THE SWPPP BEING ACCEPTED BY THE CITY. FOR MORE INFORMATION SEE: http://www.roseville.ca.us/eu/stormwater_management/
2. STRAW BALES SHALL BE STOCKPILED ON SITE AT A RATE OF 1.5 BALES PER ACRE BY SEPTEMBER 25. MEASURES SHALL BE PROVIDED TO KEEP STRAW DRY.
3. ALL SLOPES GREATER THAN 10:1 SHALL BE COVERED WITH BROADCAST STRAW AT A RATE OF 50 BALES OR 4000 POUNDS PER ACRE. FOR SLOPES 4:1 OR STEEPER, STRAW SHALL BE PRESSED IN PLACE. THE ENGINEERING DIVISION SHALL APPROVE OTHER METHODS.
4. SLOPES STEEPER THAN 4:1 AND ADJACENT TO CITY RIGHT OF WAY, FLOOD PLAINS, NATURAL DRAINAGES, PARK LAND OR DESIGNATED OPEN SPACE SHALL BE HYDROSEEDED.
5. ALL BARE AREAS, REGARDLESS OF SLOPE, WITHIN 50 FEET OF NATURAL DRAINAGES SHALL BE COVERED WITH STRAW AND PRESSED IN PLACE.
6. WHERE REQUIRED, BROADCAST SEED SHALL BE APPLIED AS FOLLOWS:

   a. BLANDO BROME 12 LBS/ACRE
   b. ROSE CLOVER 9 LBS/ACRE

10. AREAS WITH SANDY, DRY SOIL SHALL BE:

    a. ZORRO ANNUAL FESCUE 6 LBS/ACRE
    b. ROSE CLOVER 9 LBS/ACRE

11. 16-20-0 FERTILIZER OR EQUIVALENT SHALL BE APPLIED AT A RATE OF 500 POUNDS PER ACRE. IF HYDROSEEDING/MULCHING IS USED, SEED QUANTITIES SHALL BE INCREASED BY 30 PERCENT.
12. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 5 AND APRIL 1 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.
13. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOLLOWING ALL STORMS TO ENSURE THAT ALL MEASURES ARE FUNCTIONING PROPERLY.
14. SEDIMENT AND TRASH ACCUMULATED IN DRAINAGES OR DETENTION BASINS SHALL BE REMOVED AS SOON AS POSSIBLE. IN ADDITION, OIL AND MATERIAL FLOATING ON WATER SURFACE MUST BE SKIMMED WEEKLY AND THE DEBRIS PROPERLY DISPOSED OF.
15. CONSTRUCTION ACTIVITIES OCCURRING BETWEEN OCTOBER 5 AND APRIL 1 SHALL HAVE EROSION AND SEDIMENT CONTROL MEASURES IN PLACE OR CAPABLE OF BEING PLACED WITHIN 24 HOURS. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.
16. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF. THIS AREA SHALL HAVE A BERM LOCATED AROUND ITS PERIMETER. THIS AREA SHALL BE RESTORED TO ACCEPTABLE CONDITION UPON COMPLETION OF PROJECT.
17. HYDROSEEDING MAY BE CONSIDERED AS AN ALTERNATIVE TO BROADCAST STRAW SUBJECT TO THE ENGINEERING DIVISION BASED ON A REVIEW OF THE EXISTING SITE CONDITIONS (LOCATION, SLOPES, PROXIMITY TO STREAMS) AND TIME OF YEAR.
18. CONTRACTOR IS SOLELY RESPONSIBLE TO ENSURE ALL APPROVED SWPPP MEASURES AND BMPS ARE IMPLEMENTED AND ARE COMPLIED WITH THROUGHOUT THE ENTIRE DURATION OF THE PROJECT.

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CONSULTANT:

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TARA L. GEE
No. 3868
Exp. April 2024
STATE OF CALIFORNIA

NC-57 DOG PARK IMPROVEMENTS PROJECT

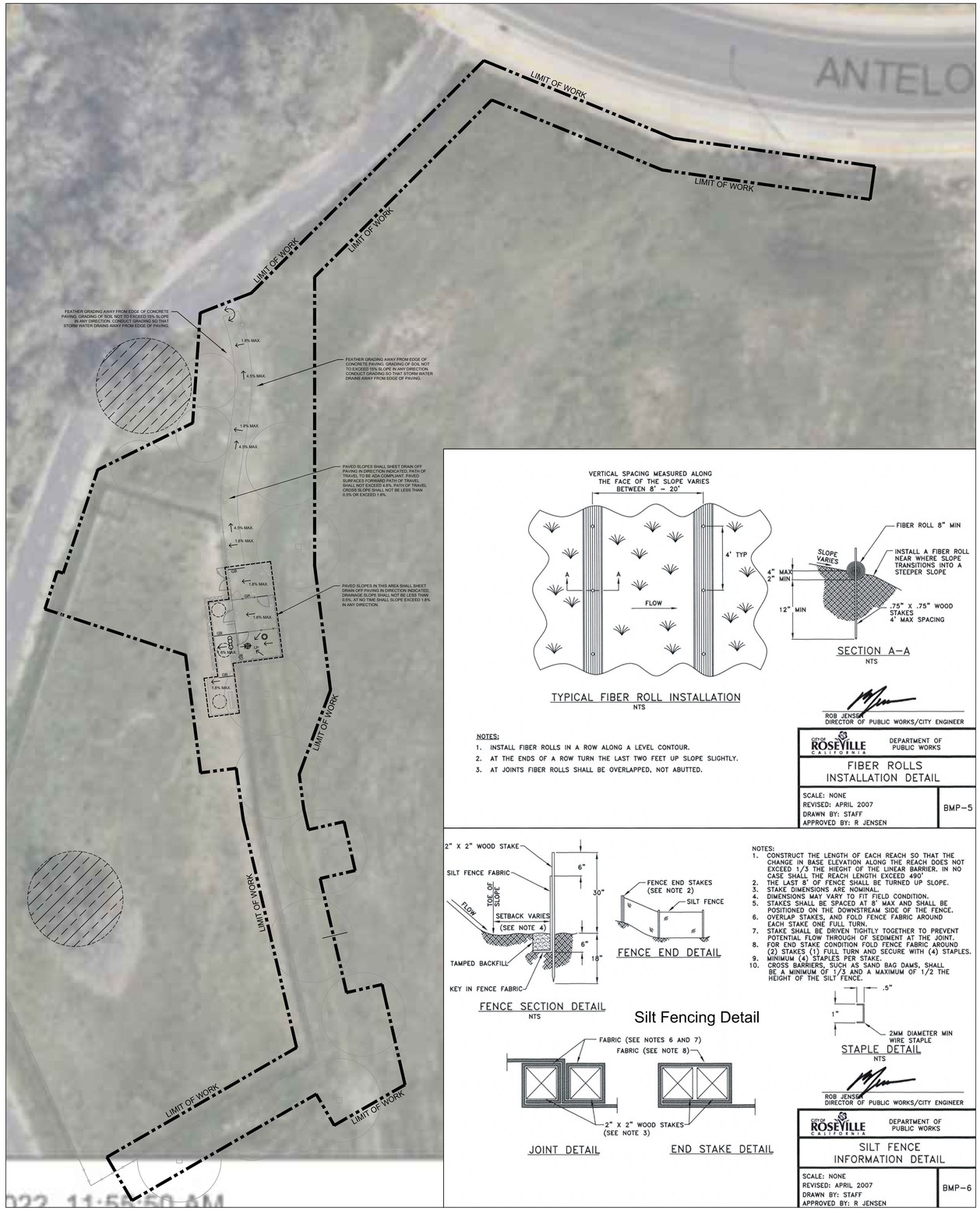
1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

EROSION CONTROL PLAN

SCALE: 1:20

DRAWN BY: KJP
CHECKED BY: TLG
DATE: APRIL 2022
REVISIONS:

SHEET: 3 OF 11



TYPICAL FIBER ROLL INSTALLATION
NTS

SECTION A–A
NTS

NOTES:
1. INSTALL FIBER ROLLS IN A ROW ALONG A LEVEL CONTOUR.
2. AT THE ENDS OF A ROW TURN THE LAST TWO FEET UP SLOPE SLIGHTLY.
3. AT JOINTS FIBER ROLLS SHALL BE OVERLAPPED, NOT ABUTTED.

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

FIBER ROLLS INSTALLATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-5

FENCE SECTION DETAIL
NTS

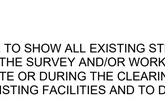
FENCE END DETAIL

NOTES:
1. CONSTRUCT THE LENGTH OF EACH REACH SO THAT THE CHANGE IN BASE ELEVATION ALONG THE REACH DOES NOT EXCEED 1/3 THE HEIGHT OF THE LINEAR BARRIER. IN NO CASE SHALL THE REACH LENGTH EXCEED 490'
2. THE LAST 8' OF FENCE SHALL BE TURNED UP SLOPE.
3. STAKE DIMENSIONS ARE NOMINAL.
4. DIMENSIONS MAY VARY TO FIT FIELD CONDITION.
5. STAKES SHALL BE SPACED AT 8' MAX AND SHALL BE POSITIONED ON THE DOWNSTREAM SIDE OF THE FENCE.
6. OVERLAP STAKES, AND FOLD FENCE FABRIC AROUND EACH STAKE ONE FULL TURN.
7. STAKE SHALL BE DRIVEN TIGHTLY TOGETHER TO PREVENT POTENTIAL FLOW THROUGH OF SEDIMENT AT THE JOINT.
8. FOR END STAKE CONDITION FOLD FENCE FABRIC AROUND (2) STAKES (1) FULL TURN AND SECURE WITH (4) STAPLES.
9. MINIMUM (4) STAPLES PER STAKE.
10. CROSS BARRIERS, SUCH AS SAND BAG DAMS, SHALL BE A MINIMUM OF 1/3 AND A MAXIMUM OF 1/2 THE HEIGHT OF THE SILT FENCE.

Silt Fencing Detail

JOINT DETAIL

END STAKE DETAIL



STAPLE DETAIL
NTS

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DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

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SILT FENCE INFORMATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-6

GRADING LEGEND

	CONCRETE PAVING		3/4" CRUSHED DRAIN ROCK BAND

SYMBOL	DESCRIPTION
BFP	BACKFLOW VALVE
T+B	TRAFFIC SIGNAL BOX
SL-B	STREET LIGHTING BOX
E-B	ELECTRICAL BOX
	FIRE HYDRANT
	HOSEBIB
	TRAFFIC SIGNAL
	STREET LIGHT
	STORM DRAIN CATCH BASIN
	SURVEY CONTROL SET
× AC 97.30	EXISTING SPOT ELEVATION
× 97.30	PROPOSED SPOT GRADE
1.8% MAX.	GRADE SLOPE
GB	GRADE BREAK
	DRYWELL ACCESS LID
	DOUBLE CHECK VALVE
	BOLLARD
C	TELECOMMUNICATIONS BOX
	MAILBOX
	PULLBOX - UNKNOWN UTILITIES
	STORM DRAIN INLET
	SEWER CLEANOUT
IRR	IRRIGATION CONTROL VALVE
	POST INDICATOR VALVE
	FIRE DEPARTMENT CONNECTION
	EXISTING TREE WITH TRUNK DIAMETER NOTED
D	STORM DRAIN MANHOLE
S	SEWER MANHOLE
W	WATER METER
	WATER VALVE
	STREET SIGN
	GUY WIRE ANCHOR
	JOINT UTILITY POLE
GV	GAS VALVE
	PUMP
	LIMIT OF WORK

UTILITY LINES
- E — ELECTRICAL LINE
- IRR — IRRIGATION LINE
- 4" PVC — STORM LINE
- W — WATER LINE

MISCELLANEOUS LINES
- FENCE LINE - HEIGHT NOTED
- CURB AND GUTTER
- CONTOUR LINE - MAJOR INTERVAL
- CONTOUR LINE - MINOR INTERVAL

GENERAL GRADING NOTES:

1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF ROSEVILLE DESIGN STANDARD SPECIFICATIONS, LATEST EDITION. THE CONTRACTOR SHALL OBTAIN AND USE ALL APPLICABLE ADDENDA.
2. CROSS SLOPE FOR PAVED SERVICES SHALL NOT EXCEED 1.8% FOR PATH OF TRAVEL. ANY PORTION OF PAVEMENT WITH A PATH OF TRAVEL CROSS EXCEEDING 2.0% WILL BE REJECTED AND REQUIRED TO BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
3. FORWARD SLOPE FOR PAVED WALKWAYS SHALL NOT EXCEED 4.8% FORWARD PATH OF TRAVEL. ANY PORTION OF PAVEMENT WITH A FORWARD PATH OF TRAVEL EXCEEDING 5.0% WILL BE REJECTED AND REQUIRED TO BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
4. THE CONTRACTOR SHALL BE IN RECEIPT OF CITY APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION WITHIN CITY RIGHT-OF-WAY.
5. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THEM. CONTACT UNDERGROUND SERVICE ALERT (USA) 1-800-642-2444, (48) HOURS BEFORE WORK IS TO BEGIN.
6. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING TEMPORARY SIGNS, BRIDGES, BARRICADES, FLAGMEN, AND OTHER FACILITIES TO ADEQUATELY SAFEGUARD THE GENERAL PUBLIC AND WORK, AND TO PROVIDE FOR ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC. THE CONTRACTOR SHALL PROVIDE FOR REVIEW, A PLAN SHOWING TRAFFIC CONTROL MEASURES AND/OR DETOURS FOR VEHICLES AFFECTED BY THE CONSTRUCTION WORK IF APPLICABLE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL WORK THROUGHOUT THE COURSE OF CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS OR MARKERS DURING CONSTRUCTION.
9. IF UNUSUAL AMOUNTS OF BONE, STONE OR ARTIFACTS ARE UNCOVERED, WORK WITHIN 150 FT IN ALL DIRECTIONS OF THE AREA SHALL CEASE IMMEDIATELY AND A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED TO DEVELOP, IF NECESSARY, MITIGATION MEASURES TO REDUCE ANY ARCHEOLOGICAL IMPACT TO A LESS THAN SIGNIFICANT EFFECT BEFORE CONSTRUCTION RESUMES IN THE AREA.
10. GRADING, TRENCHING, CUTTING AND/OR FILLING WITHIN THE DRIPLINE OF THE TREES DESIGNATED ON THE DEMOLITION PLAN FOR PRESERVATION SHALL NOT OCCUR. NO ACTIONS SHALL BE TAKEN THAT WILL HARM THE HEALTH, VITALITY OR LONGEVITY OF THE TREES IDENTIFIED ON THE DEMOLITION PLANS FOR PRESERVATION.
11. TREE AND PLANT PROTECTION AND BMP'S SHALL BE IN PLACE AND APPROVED BY CITY PRIOR TO GRADING.
12. ALL VEGETATION WITHIN CONSTRUCTION BOUNDARY, UNLESS OTHERWISE NOTED SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR.
13. THE CONTRACTOR SHALL PREPARE THEIR ESTIMATES FOR EARTHWORK CUT AND FILL BASED UPON A BALANCED SITE.
14. GRADING AND DRAINAGE: ALL PROPOSED PAVING, AND PLANTING AREAS SHALL SMOOTHLY CONFORM TO EXISTING ADJACENT FEATURES TO REMAIN. PROVIDE POSITIVE DRAINAGE ON ALL PAVING AND THROUGHOUT ALL PLANTING AREAS. CONTRACTOR SHALL FLOOD PAVED AREAS UPON COMPLETION IN THE PRESENCE OF A CONSTRUCTION INSPECTOR AND RECONSTRUCT ANY LOW SPOTS AS DIRECTED,
15. BACKFILL: EXCAVATED MATERIAL NOT SUITABLE FOR BACKFILLING SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE.
16. EROSION CONTROL: CONTRACTOR SHALL PROVIDE AND STAKE JUTE NETTING ON ALL NON-TURF SLOPES 3:1 OR STEEPER PRIOR TO PLANTING (IF APPLICABLE).
17. BALANCED CUT AND FILL: THE INTENT OF THE PLANS IS THAT THE SITE BALANCES WITH NO NET IMPORT OR EXPORT OF FILL. ANY DISCREPANCIES SHALL BE RESOLVED IN THE FIELD PER WRITTEN DIRECTION PROVIDED BY THE CITY.

SURVEY NOTES:

1. AN ATTEMPT HAS BEEN MADE TO SHOW ALL EXISTING STRUCTURES, UTILITIES, DRIVES, PAVEMENTS, CURBS, WALKS, ETC. IN THEIR APPROXIMATE LOCATION ON THE SURVEY AND/OR WORKING DRAWINGS. HOWEVER, OTHERS THAT ARE NOT SHOWN MAY EXIST AND MAY BE FOUND UPON VISITING THE SITE OR DURING THE CLEARING AND REMOVAL WORK. IT WILL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO ACCURATELY LOCATE ALL EXISTING FACILITIES AND TO DETERMINE THEIR EXTENT. IF SUCH FACILITIES OBSTRUCT THE PROGRESS OF THE WORK AND ARE NOT INDICATED TO BE REMOVED OR RELOCATED, THEY SHALL BE REMOVED OR RELOCATED ONLY AS DIRECTED BY THE CITY.
2. THE CONTRACTOR SHALL REPORT ANY EXISTING SITE ELEMENT NOT SHOWN ON THE WORKING DRAWINGS TO THE CONSTRUCTION INSPECTOR SO THAT THE PROPER DISPENSATION OF THAT ELEMENT MAY BE MADE.

0' 15' 30' 60'

95% DRAWINGS

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CONSULTANT:

REGISTERED LANDSCAPE ARCHITECT
TARA L. GEE
No. 3868
Exp. April 2024
STATE OF CALIFORNIA

NC-57 DOG PARK IMPROVEMENTS PROJECT

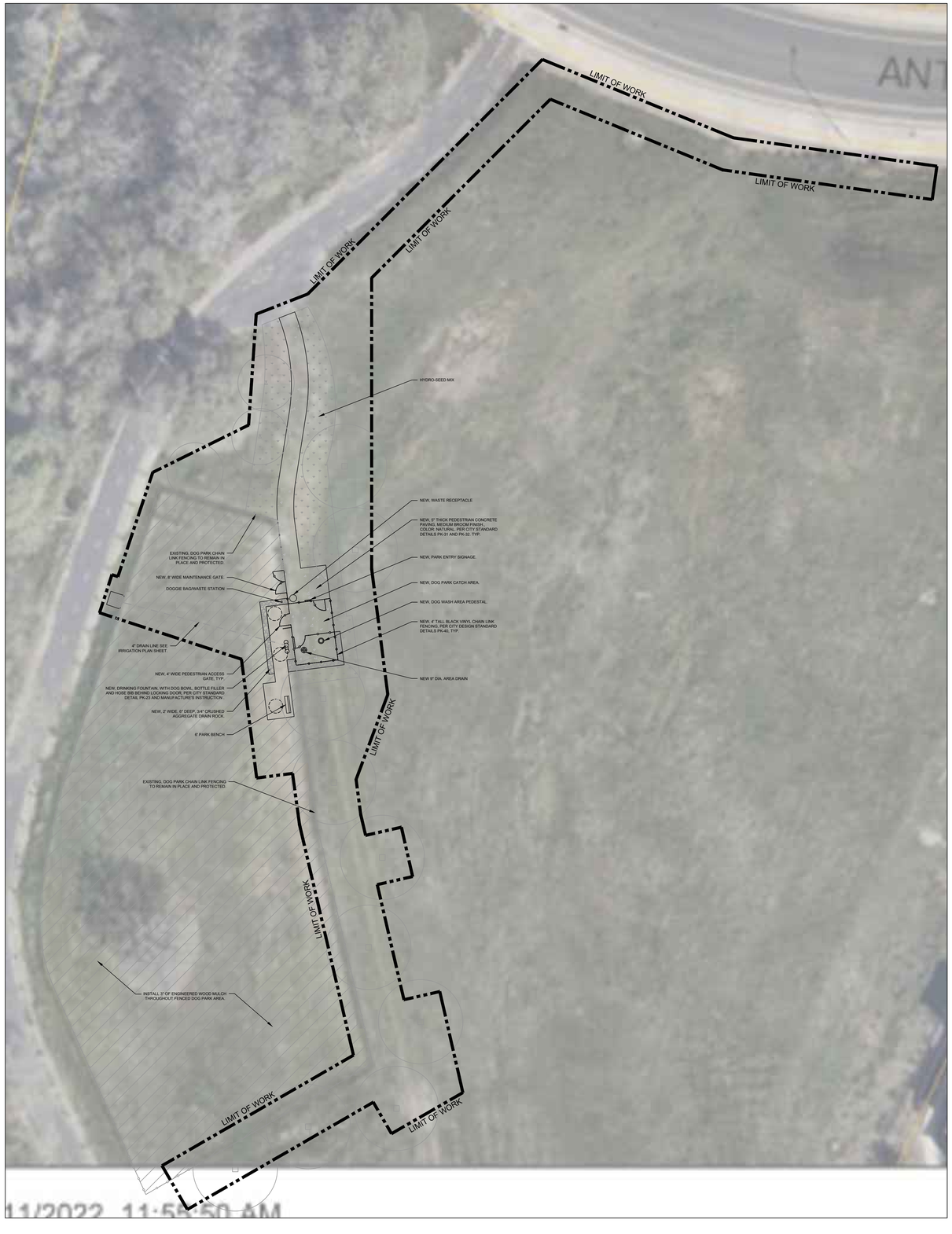
1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

GRADING PLAN

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DATE: APRIL 2022
REVISIONS:

SHEET: 4 OF 11



11/2022 11:55:50 AM

LAYOUT LEGEND

SYMBOL	DESCRIPTION	MAKE / MODEL NUMBER	QTY	DETAIL
	CONCRETE PAVING	MEDIUM BROOM FINISH	1,205 SQ FT.	SHEET 9, DETAIL PK-31 & PK-32
	3/4" CRUSHED DRAIN ROCK BAND	3/4" CRUSHED DRAIN ROCK, 6" THICK PLACED AROUND THE PERIMETER OF CATCH AREA AS SHOWN ON PLANS.	3 CY.	SHEET 9, DETAIL DT-4
	HYRDRO-SEED MIX	NATIVE BROADCAST "UPLAND AREA" SEED MIX PER CITY STANDARDS.	1,975 SQ FT.	--
	RIP-RAP	6"-8" WASHED COBBLE STONE ROCK RIP-RAP	1 CY.	SHEET 9, DETAIL DT-3
	3" ENGINEERED WOOD MULCH	INSTALL 3" OF ENGINEERED WOOD MULCH, SUPPLIER: APPLIED LANDSCAPE ROCKLIN, ITEM: CEDAR SAFE	175 CY.	--
	4' CHAIN LINK FENCING	4' TALL CHAIN LINK FENCING, VINYL COATED, COLOR: BLACK	130 LF.	SHEET 9, DETAIL PK-40
	4' CHAIN LINK PEDESTRIAN GATE	4' TALL, 4' WIDE, ADA COMPLIANT SINGLE HUNG PEDESTRIAN CHAIN LINK GATE, VINYL COATED, COLOR: BLACK.	3	SHEET 9, DETAIL PK-40
	8' CHAIN LINK MAINTENANCE GATE	4' TALL, 8' WIDE DOUBLE HUNG MAINTENANCE, CHAIN LINK GATE, VINYL COATED, COLOR: BLACK	1	SHEET 9, DETAIL PK-40
	DRINKING FOUNTAIN	MOST DEPENDABLE FOUNTAINS, MODEL: #10145 SM, DUAL BOWL W/ BOTTLE FILLER, STAINLESS STEEL CARRIER, COLOR: BLACK.	1	SHEET 9, DETAIL PK-23
	DOG WASH STATION	MOST DEPENDABLE FOUNTAINS, MODEL: #505-SM TIMED HOSE BIBB / RINSE STATION, COLOR: BLACK. INSTALL PER MANUFACTURER'S INSTRUCTION, AND REFERENCING DETAIL PK-23.	1	SHEET 9, DETAIL PK-23
	DOG BAG DISPENSER	DOGIPOT ALUMINUM PET STATION, MODEL: #1003-L, COLOR: GREEN, INSTALL PER MANUFACTURER'S INSTRUCTIONS.	1	--
	6' PARK BENCH W/ SHADE	WABASH VALLEY, 6' SHELTER BENCH, SHADELAND COLLECTION, MODEL #SH305P, COLOR: BLACK, INSTALLATION PER MANUFACTURER'S INSTRUCTIONS.	1	SHEET 9, DETAIL PK-XX
	WASTE RECEPTACLE	WABASH VALLEY, URBANSCAPES "FG STYLE", 32 GALLON, SURFACE MOUNTED, MODEL: #TG3D22S, COLOR: BLACK	1	--
	PARK ENTRY SIGNAGE	FULL COLOR PRINT VINYL GRAPHIC TEXT OVERLAID ONTO DIBOND PANEL.	1	SHEET 9, DETAIL DT-1
	9" ROUND AREA DRAIN INLET	ZURN 9" DIA STAINLESS STEEL AREA FLOOR DRAIN, MODEL: Z1730-102-IP-122-Z-TS	1	SHEET 9, DETAIL DT-2

CONSTRUCTION NOTES

1. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS.
2. ALL DISTURBED IRRIGATION WILL BE ADJUSTED BY THE CONTRACTOR. COORDINATE TIMING WITH CITY AS NECESSARY TO MINIMIZE DISRUPTION OF IRRIGATION SCHEDULE.
3. SITE FURNISHING DIMENSIONS ARE APPROXIMATE SEE MANUFACTURER DETAILS FOR EXACT DIMENSIONS.

GENERAL LAYOUT NOTES

1. MANUFACTURER NAMED ITEMS ARE FOR STANDARD OF REFERENCE AND DO NOT NECESSARILY LIMIT SUPPLY TO NAMED MANUFACTURERS.
2. CONTRACTOR SHALL EXAMINE RELATED WORK AND SURFACES BEFORE STARTING WORK OF THIS SECTION AND SHOULD REPORT TO THE CITY IN WRITING ANY CONDITIONS WHICH WILL PREVENT THE PROPER PROVISION OF THIS WORK. BEGINNING THE WORK OF THIS SECTION WITHOUT REPORTING UNSUITABLE CONDITIONS CONSTITUTES ACCEPTANCE OF CONDITIONS. ANY REQUIRED REMOVAL, REPAIR OR REPLACEMENT OF THIS WORK CAUSED BY UNSUITABLE CONDITIONS SHALL BE DONE AT NO ADDITIONAL COST TO THE CITY.
3. ALL EARTHWORK, GRADING AND SOIL DELIVERY/REMOVAL IS TO BE PROVIDED BY THE CONTRACTOR, IF APPLICABLE.
4. ALL CONCRETE FINISHES SHALL BE VERIFIED WITH CITY REPRESENTATIVE PRIOR TO INSTALLATION PER PROJECT SPECIFICATIONS.

ACCEPTANCE

1. UPON FINAL ACCEPTANCE, LANDSCAPE CONTRACTOR SHALL INSTRUCT MAINTENANCE PERSONNEL AS TO THE OPERATION AND MAINTENANCE OF ALL LANDSCAPING AND IRRIGATION. AT A TIME AND LOCATION ACCEPTABLE TO BOTH TO CONDUCT THIS TRAINING SHALL BE ARRANGED BY THE CONSTRUCTION INSPECTOR.

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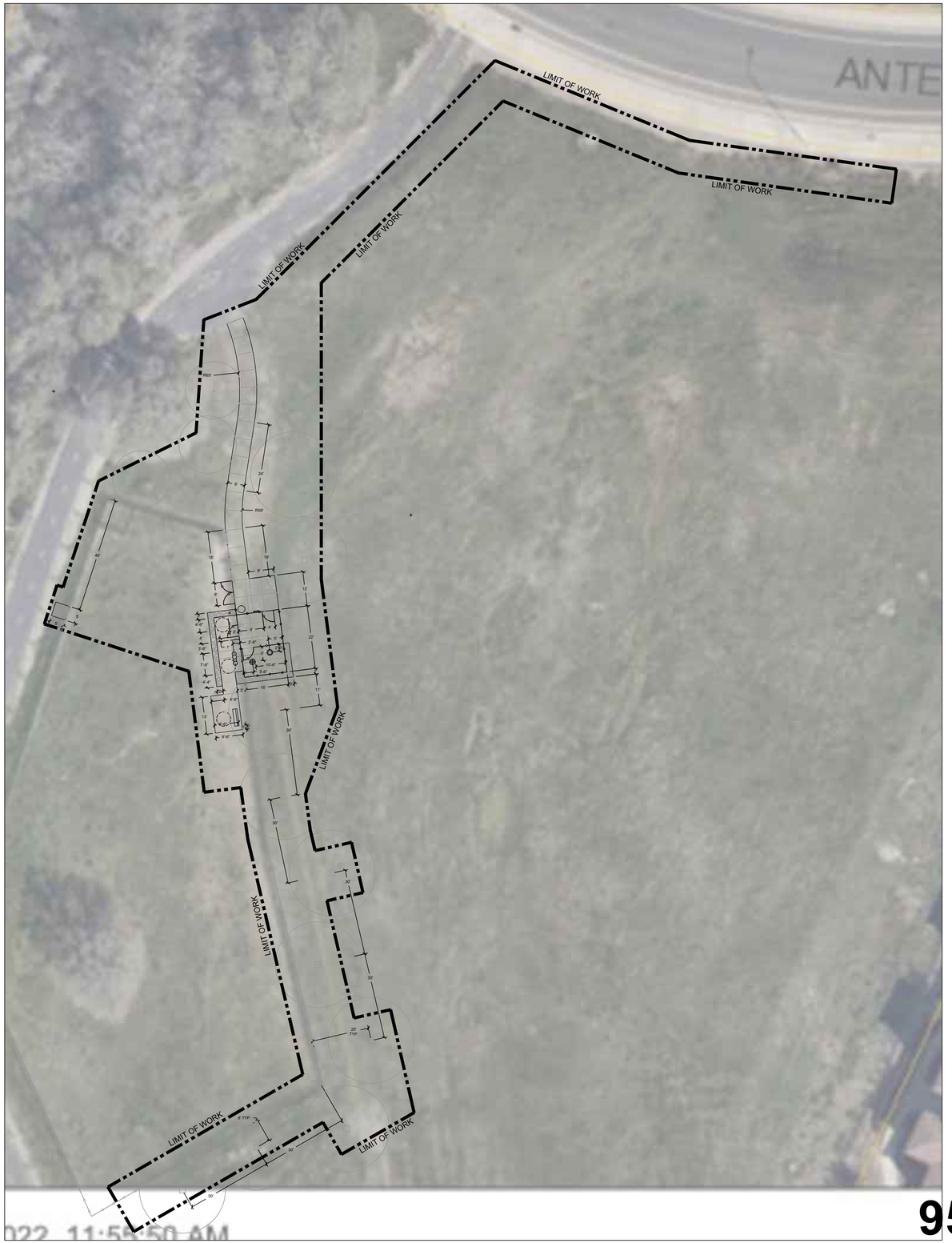
NC-57 DOG PARK IMPROVEMENTS PROJECT

1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

LAYOUT PLAN

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LEGEND

CJ — CONTROL JOINT — SHEET 9, DETAIL PK-24

ABBREVIATIONS

AC	ASPHALT	GV	GAS VALVE
BC	BACK OF CURB	HV VLT	HIGH VOLTAGE VAULT
BOL	BOLLARD	LIP	LIP OF GUTTER
BOW	BACK OF WALK	MS	CONCRETE MOW STRIP
CATV	CABLE TV BOX	NG	NATURAL GROUND
CB	CATCH BASIN	PAV	PAVEMENT
CLF	CHAIN LINK FENCE	PB	PACIFIC BELL
COL	COLUMN	SLB	STREET LIGHT BOX
C	CONCRETE	SSCO	SANITARY SEWER CLEAN OUT
DI	DRAINAGE INLET	SSMH	SANITARY SEWER MAN HOLE
EB	ELECTRICAL JUNCTION BOX	SW	SIDEWALK
EP	EDGE OF ASPHALT PAVEMENT	TC	TOP OF CURB
FDC	FIRE DEPARTMENT CONNECTION	TCDO	TOP OF CURB DRIVE OVER
FL	FLOWLINE	T 22"	TREE W/ 22" DIAMETER TRUNK
FNC	FENCE-HEIGHT & TYPE NOTED	WF	WOOD FENCE-HEIGHT NOTED
FOW	FACE OF WALK	WM	WATER METER
GRD RAIL	GUARD RAIL	WV	WATER VALVE
GM	GAS METER	WVLT	WATER VAULT

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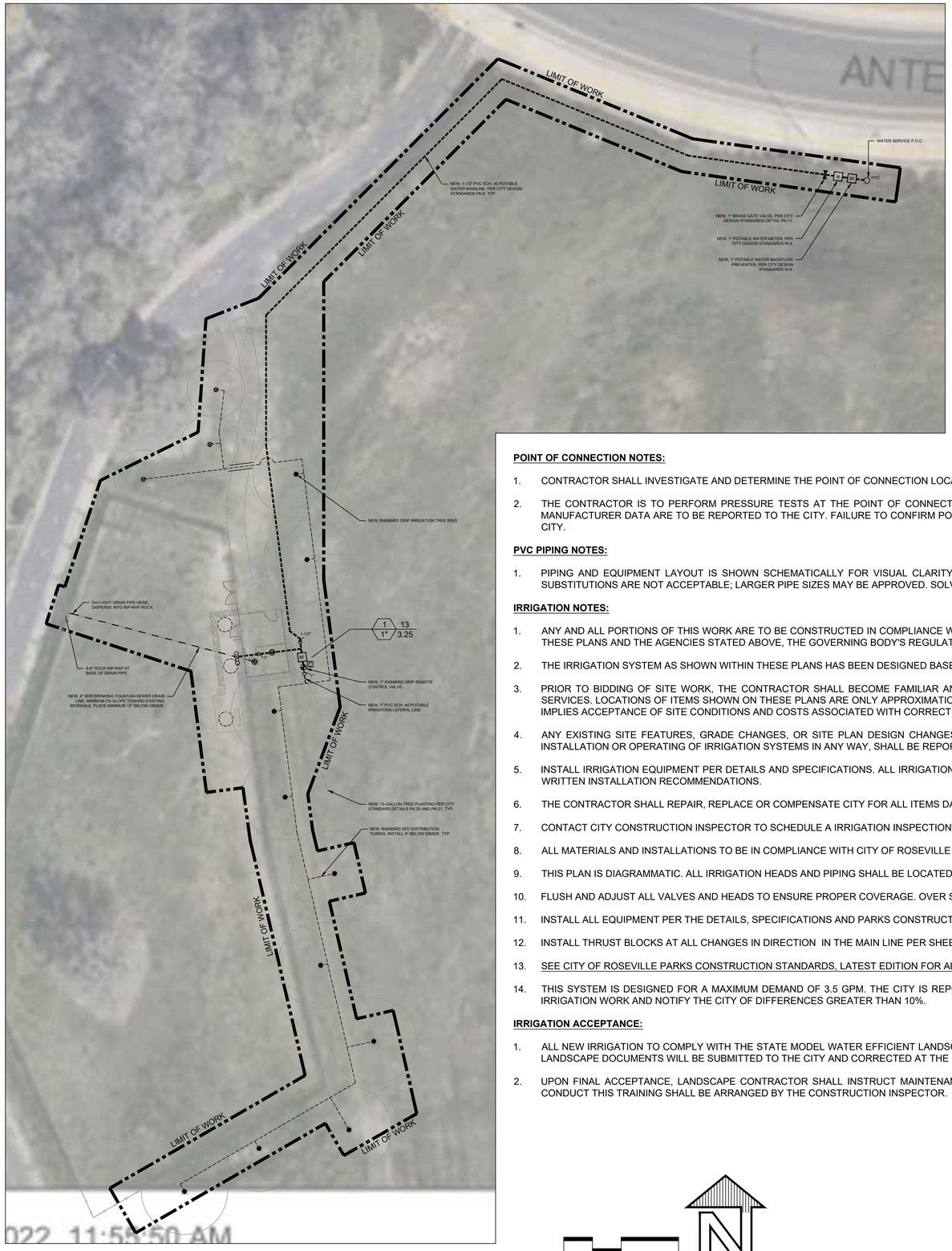
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HORIZONTAL CONTROL PLAN

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SHEET: 6 OF 11



IRRIGATION LEGEND:

SYMBOL	MANUFACTURER/DESCRIPTION	PSI	GPM	COMMENTS
●	RAINBIRD, XFS-06-12, DRIP IRRIGATION TREE RING, BURIED 3" BELOW GRADE	30	0.2500	SHEET 10, DETAIL PK-8
----------	RAINBIRD XFD SUB-SURFACE DISTRIBUTION TUBING, BURIED 6" BELOW GRADE			SHEET 10, DETAIL PK-8
	RAINBIRD XCZPGA-100-PRF ELECTRIC REMOTE CONTROL VALVE, POTABLE WATER, SEE PLAN FOR SIZE			SHEET 10, DETAIL PK-13
C	HUNTER NODE-BT-100, (1) SINGLE STATION CONTROLLER, PLACED IN IRRIGATION REMOTE CONTROL VALVE BOX			
	NIBCO F-619-N FLANGE VALVE - POTABLE, LINE SIZE			SHEET 10, DETAIL PK-11
POC	POINT OF CONNECTION			
M	XX			SHEET 10, DETAIL XX
BF	XX			SHEET 10, DETAIL XX
----------	SCHEDULE 40 PVC, POTABLE WATER LINE			SHEET 10, DETAIL PK-6
//	SCHEDULE 40 PVC SLEEVE, 4" DIAMETER			SHEET 10, DETAIL PK-5

(1)-4" — NUMBER OF SLEEVES; DIA. OF SLEEVE

XX / X" — STATION/HYDROZONE NUMBER; ESTIMATED # OF EMITTERS (IF APPROPRIATE); APPROX. GPM; RCV SIZE

HYDROZONE LEGEND

HYDROZONE (VALVE #)	PLANT WATER USE TYPE	PLANT TYPE	PLANT FACTOR	HYDROZONE AREA (SQ)	IRRIGATION METHOD	IRRIGATION EFFICIENCY
1	LOW	TREES	0.5	364	BUBBLER	85%

POINT OF CONNECTION NOTES:

1. CONTRACTOR SHALL INVESTIGATE AND DETERMINE THE POINT OF CONNECTION LOCATION. IF DIFFERENT THAN SHOWN ON THESE PLANS THIS SHALL BE REPORTED TO THE CITY.
2. THE CONTRACTOR IS TO PERFORM PRESSURE TESTS AT THE POINT OF CONNECTION TO CONFIRM ACTUAL SITE PRESSURE LEVELS. ANY DISCREPANCIES BETWEEN INFORMATION ON THESE PLANS AND THAT OF EXISTING SITE CONDITIONS AND MANUFACTURER DATA ARE TO BE REPORTED TO THE CITY. FAILURE TO CONFIRM POC INFORMATION RESULTING IN REQUIRED CHANGES, DUE TO LOW PRESSURE OR VOLUME, WILL RESULT IN CITY DIRECTED REVISIONS AT NO ADDITIONAL COST TO THE CITY.

PVC PIPING NOTES:

1. PIPING AND EQUIPMENT LAYOUT IS SHOWN SCHEMATICALLY FOR VISUAL CLARITY. MAINLINES SHOULD BE LOCATED 24" - 48" OFF ADJACENT PAVEMENT OR OTHER OBSTACLES. PIPE SIZES SHALL BE INSTALLED PER PLANS. SMALLER PIPE SIZE SUBSTITUTIONS ARE NOT ACCEPTABLE; LARGER PIPE SIZES MAY BE APPROVED. SOLVENT WELD FITTINGS FOR MAINLINES 2" AND LARGER SHALL BE SCHEDULE 40 PVC. ALL THREADED FITTINGS SHALL BE SCHEDULE 80 PVC.

IRRIGATION NOTES:

1. ANY AND ALL PORTIONS OF THIS WORK ARE TO BE CONSTRUCTED IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AS SET FORTH BY THE CITY OF ROSEVILLE, STATE AND NATIONAL AGENCIES. IN THE EVENT THERE IS A CONFLICT WITH THESE PLANS AND THE AGENCIES STATED ABOVE, THE GOVERNING BODY'S REGULATIONS SHALL PREVAIL.
2. THE IRRIGATION SYSTEM AS SHOWN WITHIN THESE PLANS HAS BEEN DESIGNED BASED ON OPERATING PRESSURES OF 40 PSI. THE CITY REPORTS THAT STATIC WATER PRESSURES AT THE SITE IS APPROXIMATELY (XX) PSI.
3. PRIOR TO BIDDING OF SITE WORK, THE CONTRACTOR SHALL BECOME FAMILIAR AND EXAMINE CONDITIONS OF THE PROJECT SITE. PRIOR TO COMMENCEMENT OF SITE WORK VERIFYING LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES. LOCATIONS OF ITEMS SHOWN ON THESE PLANS ARE ONLY APPROXIMATIONS. ANY DISCREPANCIES DISCOVERED SHALL BE REPORTED TO THE CITY. FAILURE TO REPORT DISCREPANCIES TO THE CITY BEFORE COMMENCEMENT OF SITE WORK IMPLIES ACCEPTANCE OF SITE CONDITIONS AND COSTS ASSOCIATED WITH CORRECTING IRRIGATION LAYOUTS.
4. ANY EXISTING SITE FEATURES, GRADE CHANGES, OR SITE PLAN DESIGN CHANGES NOT SPECIFICALLY ADDRESSED ON THESE PLANS, (OR UNKNOWN CONDITIONS THAT WERE NOT APPARENT DURING THE DESIGN PROCESS) THAT WILL IMPACT INSTALLATION OR OPERATING OF IRRIGATION SYSTEMS IN ANY WAY, SHALL BE REPORTED TO THE CITY PRIOR TO COMMENCEMENT OF SITE WORK.
5. INSTALL IRRIGATION EQUIPMENT PER DETAILS AND SPECIFICATIONS. ALL IRRIGATION EQUIPMENT REQUIRED FOR PROJECT COMPLETION BUT NOT DETAILED ON THESE PLANS SHALL BE INSTALLED PER LOCAL AND STATE CODES AND MANUFACTURER'S WRITTEN INSTALLATION RECOMMENDATIONS.
6. THE CONTRACTOR SHALL REPAIR, REPLACE OR COMPENSATE CITY FOR ALL ITEMS DAMAGED BY HIS/HER WORK.
7. CONTACT CITY CONSTRUCTION INSPECTOR TO SCHEDULE A IRRIGATION INSPECTION AND RECEIVE ACCEPTANCE BY CITY BEFORE BACKFILLING TRENCHES.
8. ALL MATERIALS AND INSTALLATIONS TO BE IN COMPLIANCE WITH CITY OF ROSEVILLE STANDARD SPECIFICATIONS, LATEST EDITION.
9. THIS PLAN IS DIAGRAMMATIC. ALL IRRIGATION HEADS AND PIPING SHALL BE LOCATED IN PLANTING AREAS WHENEVER POSSIBLE.
10. FLUSH AND ADJUST ALL VALVES AND HEADS TO ENSURE PROPER COVERAGE. OVER SPRAY OR IRRIGATION FLOW ONTO WALKWAYS IS NOT ALLOWED.
11. INSTALL ALL EQUIPMENT PER THE DETAILS, SPECIFICATIONS AND PARKS CONSTRUCTION STANDARDS, CURRENT EDITION. EQUIPMENT NOT SPECIFICALLY NOTED SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
12. INSTALL THRUST BLOCKS AT ALL CHANGES IN DIRECTION IN THE MAIN LINE PER SHEET 12, DETAIL PK-10.
13. SEE CITY OF ROSEVILLE PARKS CONSTRUCTION STANDARDS, LATEST EDITION FOR ALL IRRIGATION DETAILS. SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION.
14. THIS SYSTEM IS DESIGNED FOR A MAXIMUM DEMAND OF 3.5 GPM. THE CITY IS REPORTING THE STATIC WATER PRESSURE AT THE POC IS (79) PSI AS OF APRIL 29, 2022. THE CONTRACTOR SHALL VERIFY PRESSURE AT THE POC PRIOR TO START OF IRRIGATION WORK AND NOTIFY THE CITY OF DIFFERENCES GREATER THAN 10%.

IRRIGATION ACCEPTANCE:

1. ALL NEW IRRIGATION TO COMPLY WITH THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE. COMPLETED WORK WILL BE REVIEWED AND OBSERVED BY CITY. ANY MODIFICATIONS REQUIRED TO MEET THE STANDARDS AS SET FORTH IN THESE LANDSCAPE DOCUMENTS WILL BE SUBMITTED TO THE CITY AND CORRECTED AT THE LANDSCAPE CONTRACTOR'S EXPENSE. CORRECTED ITEMS MUST BE APPROVED BY CITY.
2. UPON FINAL ACCEPTANCE, LANDSCAPE CONTRACTOR SHALL INSTRUCT MAINTENANCE PERSONNEL AS TO THE OPERATION AND MAINTENANCE OF ALL LANDSCAPING AND IRRIGATION AT A TIME AND LOCATION ACCEPTABLE TO BOTH PARTIES TO CONDUCT THIS TRAINING SHALL BE ARRANGED BY THE CONSTRUCTION INSPECTOR.

0' 15' 30' 60'

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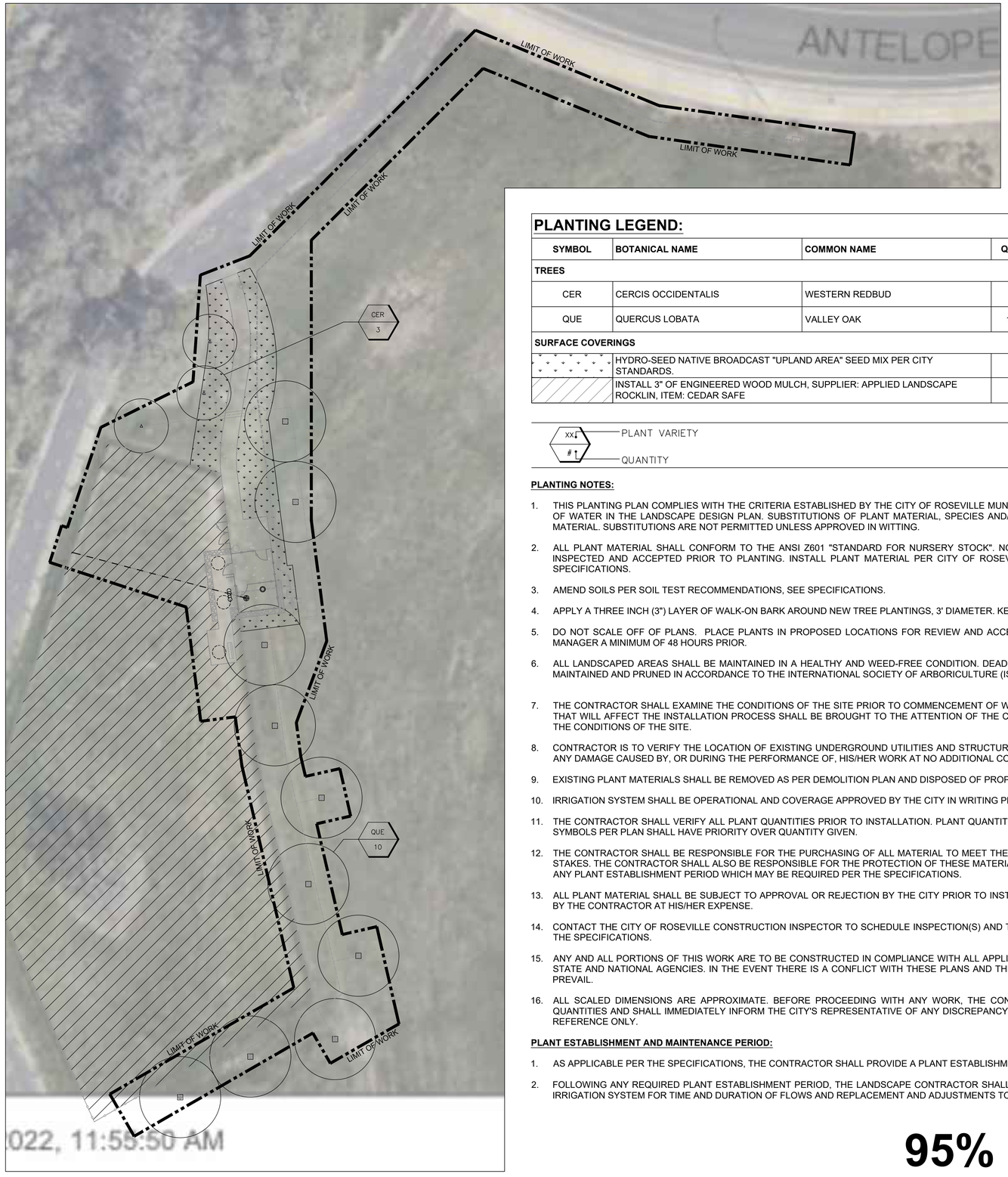
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IRRIGATION PLAN

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PLANTING LEGEND:

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING	WATER USE	OPALS	COMMENTS
TREES								
CER	CERCIS OCCIDENTALIS	WESTERN REDBUD	3	15-GAL	25'	LOW	4	SHEET 11, DETAIL PK-20, PK-21
QUE	QUERCUS LOBATA	VALLEY OAK	10	15-GAL	30'	LOW	9	SHEET 11, DETAIL PK-20, PK-21
SURFACE COVERINGS								
	HYDRO-SEED NATIVE BROADCAST "UPLAND AREA" SEED MIX PER CITY STANDARDS.		2,500 SQ. FT.			LOW	10	
	INSTALL 3" OF ENGINEERED WOOD MULCH, SUPPLIER: APPLIED LANDSCAPE ROCKLIN, ITEM: CEDAR SAFE		PER LAYOUT PLAN					

XX — PLANT VARIETY
— QUANTITY

PLANTING NOTES:

1. THIS PLANTING PLAN COMPLIES WITH THE CRITERIA ESTABLISHED BY THE CITY OF ROSEVILLE MUNICIPAL CODE AND APPLIES THOSE REQUIREMENTS FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN. SUBSTITUTIONS OF PLANT MATERIAL, SPECIES AND/OR VARIETIES SHALL BE APPROVED BY THE CITY PRIOR TO ORDERING OF MATERIAL. SUBSTITUTIONS ARE NOT PERMITTED UNLESS APPROVED IN WITTING.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE ANSI Z601 "STANDARD FOR NURSERY STOCK". NOTIFY THE CITY 48 HOURS PRIOR TO PLANT DELIVERY. ALL PLANTS TO BE INSPECTED AND ACCEPTED PRIOR TO PLANTING. INSTALL PLANT MATERIAL PER CITY OF ROSEVILLE PARKS CONSTRUCTION STANDARDS, LATEST EDITION AND PROJECT SPECIFICATIONS.
3. AMEND SOILS PER SOIL TEST RECOMMENDATIONS, SEE SPECIFICATIONS.
4. APPLY A THREE INCH (3") LAYER OF WALK-ON BARK AROUND NEW TREE PLANTINGS, 3' DIAMETER. KEEP BARK SIX INCHES (6") AWAY FROM TREE CROWNS.
5. DO NOT SCALE OFF OF PLANS. PLACE PLANTS IN PROPOSED LOCATIONS FOR REVIEW AND ACCEPTANCE BY THE CITY PRIOR TO ACTUAL PLANTING. NOTIFY THE PROJECT MANAGER A MINIMUM OF 48 HOURS PRIOR.
6. ALL LANDSCAPED AREAS 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 TO THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA).
7. THE CONTRACTOR SHALL EXAMINE THE CONDITIONS OF THE SITE PRIOR TO COMMENCEMENT OF WORK. ANY CONDITIONS THAT DIFFER FROM WHAT IS SHOWN ON THE PLANS THAT WILL AFFECT THE INSTALLATION PROCESS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY PRIOR TO WORK. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF THE CONDITIONS OF THE SITE.
8. CONTRACTOR IS TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO PERFORMING ANY EXCAVATIONS. CONTRACTOR IS TO REPAIR ANY DAMAGE CAUSED BY, OR DURING THE PERFORMANCE OF, HIS/HER WORK AT NO ADDITIONAL COST TO THE CITY.
9. EXISTING PLANT MATERIALS SHALL BE REMOVED AS PER DEMOLITION PLAN AND DISPOSED OF PROPERLY PRIOR TO IRRIGATION OR PLANTING INSTALLATION.
10. IRRIGATION SYSTEM SHALL BE OPERATIONAL AND COVERAGE APPROVED BY THE CITY IN WRITING PRIOR TO INSTALLATION OF PLANT MATERIAL.
11. THE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO INSTALLATION. PLANT QUANTITIES ARE LISTED FOR THE CONVENIENCE OF THE CONTRACTOR, NUMBER OF SYMBOLS PER PLAN SHALL HAVE PRIORITY OVER QUANTITY GIVEN.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PURCHASING OF ALL MATERIAL TO MEET THE SPECIFICATIONS OF THE PLANS INCLUDING PLANTS, SOIL, FERTILIZER, AND STAKES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PROTECTION OF THESE MATERIALS UNTIL THE PROJECT HAS BEEN ACCEPTED BY CITY COUNCIL FOLLOWING ANY PLANT ESTABLISHMENT PERIOD WHICH MAY BE REQUIRED PER THE SPECIFICATIONS.
13. ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL OR REJECTION BY THE CITY PRIOR TO INSTALLATION. INSTALLED AND THEN REJECTED MATERIAL SHALL BE REPLACED BY THE CONTRACTOR AT HIS/HER EXPENSE.
14. CONTACT THE CITY OF ROSEVILLE CONSTRUCTION INSPECTOR TO SCHEDULE INSPECTION(S) AND TO BEGIN ANY PLANT ESTABLISHMENT PERIOD THAT MAY BE REQUIRED PER THE SPECIFICATIONS.
15. ANY AND ALL PORTIONS OF THIS WORK ARE TO BE CONSTRUCTED IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AS SET FORTH BY LOCAL MUNICIPALITIES, STATE AND NATIONAL AGENCIES. IN THE EVENT THERE IS A CONFLICT WITH THESE PLANS AND THE AGENCIES STATED ABOVE, THE GOVERNING BODY'S REGULATIONS SHALL PREVAIL.
16. ALL SCALED DIMENSIONS ARE APPROXIMATE. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTORS SHALL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES AND SHALL IMMEDIATELY INFORM THE CITY'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN THE INFORMATION. NUMBERS PROVIDED ON THIS PLAN ARE FOR REFERENCE ONLY.

PLANT ESTABLISHMENT AND MAINTENANCE PERIOD:

1. AS APPLICABLE PER THE SPECIFICATIONS, THE CONTRACTOR SHALL PROVIDE A PLANT ESTABLISHMENT PERIOD FOR APPROVAL OF THE PROJECT BY THE CITY.
2. FOLLOWING ANY REQUIRED PLANT ESTABLISHMENT PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE INSTALLATION PER SPECIFICATIONS. ADJUSTMENTS TO THE IRRIGATION SYSTEM FOR TIME AND DURATION OF FLOWS AND REPLACEMENT AND ADJUSTMENTS TO HEADS AND NOZZLES ARE ALSO REQUIRED.

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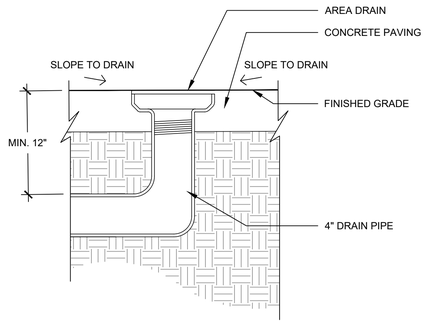
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PLANTING PLAN

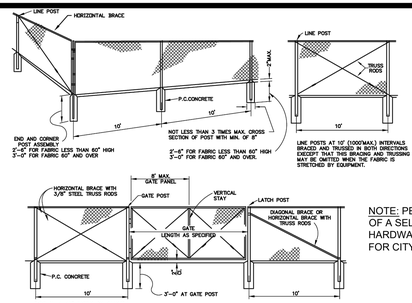
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NOTE: PEDESTRIAN GATES SHALL BE ADA COMPLIANT, WITH USE OF A SELF CLOSING HINGES AND LEVERED LATCH HANDLE HARDWARE. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR CITY ACCEPTANCE PRIOR TO GATE MANUFACTURE.

TYPICAL MEMBER DIMENSIONS

FENCE HEIGHT	LINE POSTS			END, LATCH & CORNER POSTS			BRACES			
					ROLL FORMED				ROLL FORMED	
	ROUND (O.D.)	H	ROLL FORMED	ROUND (O.D.)			ROUND (O.D.)	H		
6' AND LESS	1-1/2"	1-7/8" X 1-5/8"	1-3/4" X 1-3/4"	2"	3-1/2" X 3-1/2"	2" X 1-3/4"	1-1/4"	1-1/2" X 1-5/16"	1-5/8" X 1-1/4"	1-3/4" X 1-1/4"
OVER 6'	2"	2-1/4" X 2"	2" X 1-3/4"	2-1/2"	3-1/2" X 3-1/2"	2" X 1-3/4"	1-1/4"	1-1/2" X 1-5/16"	1-5/8" X 1-1/4"	1-3/4" X 1-1/4"

NOTES
1. THE ABOVE TABLE SHOWS EXAMPLES OF POST AND BRACE SECTIONS WHICH MAY COMPLY WITH THE SPECIFICATIONS. SECTIONS SHOWN IN THE TABLES MUST ALSO COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS.
2. OTHER SECTIONS WHICH COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS MAY BE USED ON APPROVAL OF THE ENGINEER.
4. OPTIONS EXERCISED SHALL BE UNIFORM ON ANY ONE PROJECT.
5. DIMENSIONS SHOWN ARE NOMINAL.

GATE POST

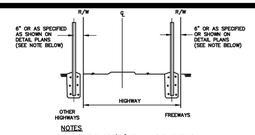
FENCE HEIGHT	GATE WIDTHS	NOMINAL I.D.	WEIGHT PER FOOT	FENCE HEIGHT	GATE WIDTHS	NOMINAL I.D.	WEIGHT PER FOOT
6'-0" AND LESS	UP THRU 6'	2-1/2"	4.85	OVER 6'	UP THRU 6'	3"	7.58
	OVER 6' THRU 12'	4"	10.79		OVER 6' THRU 12'	5"	14.62
	OVER 12' THRU 18'	5"	14.62		OVER 12' THRU 18'	6"	18.97
	OVER 18' TO 24' MAX.	6"	18.97		OVER 18' TO 24' MAX.	8"	28.55

NOTES
1. ABOVE POST DIMENSIONS AND WEIGHTS ARE MINIMUMS. LARGER SIZES MAY BE USED ON APPROVAL OF ENGINEER.

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PARKS, RECREATION & LIBRARIES DIRECTOR

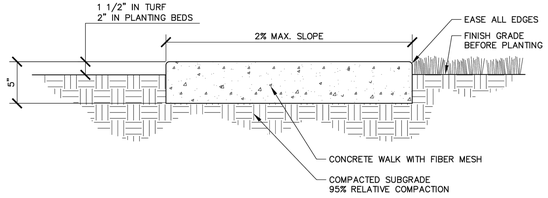
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CHAIN LINK FENCE	
SCALE: NONE REVISED: JULY 2021 REVIEWED BY: T. GEE APPROVED BY: J. GELLER	PK-40



NOTES:
1. OFFSET TO BE 2'-0" AT MONUMENT LOCATIONS, MEASURED AT RIGHT ANGLES TO R/W LINES. TAPER TO ACHIEVE OFFSET TO BE AT LEAST 20' LONG.

FENCE LOCATION

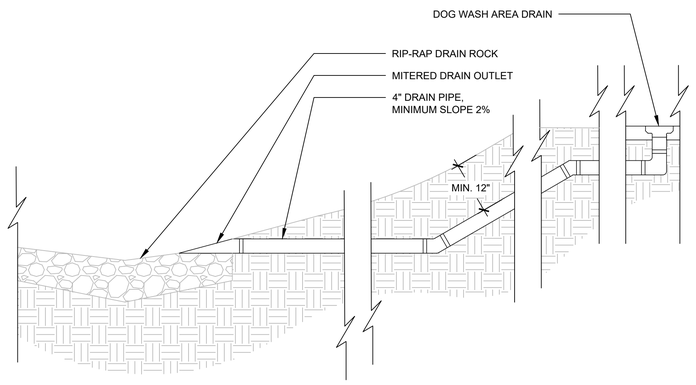


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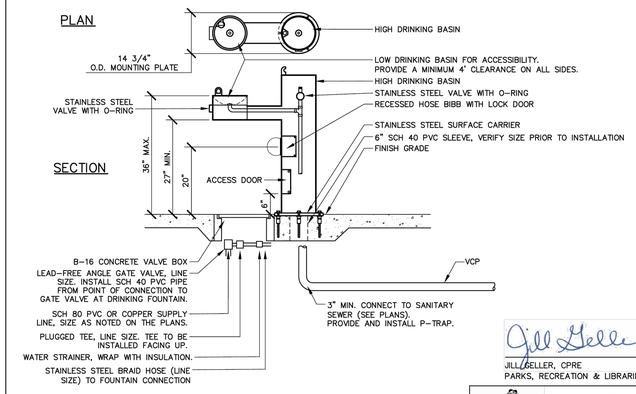
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NOTES
1. PROVIDE CONROL JOINTS 2" DEEP AT INTERVALS THE WIDTH OF THE WALK.
2. CLASS "A" SIX SACK CONCRETE.
3. MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL UNLESS OTHERWISE SPECIFIED.

CONCRETE PAVING	
SCALE: NONE REVISED: JULY 2021 REVIEWED BY: T. GEE APPROVED BY: J. GELLER	PK-31



MITERED DRAIN OUTLET	
SCALE: NONE	DT-3

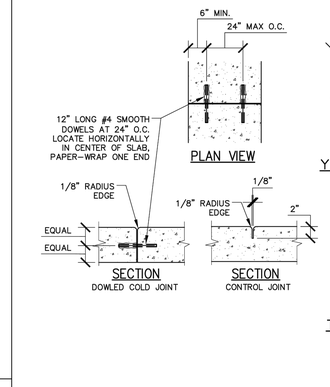


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NOTES
1. PROVIDE LINE SIZE TWO WAY CLEAN OUT EVERY 100' ON SANITARY SEWER LINE UPSTREAM OF Y.
2. 10" STAINLESS STEEL SURFACE CARRIER REQUIRED.
3. FOUNTAIN BASE PER MANUFACTURER'S SPECIFICATIONS.
4. LOCATION OF DRINKING FOUNTAIN "ON" BUTTON AND LOCATION OF BOTTLE FILLER SPOUT (IF APPLICABLE) SHALL BE DETERMINED VIA THE SUBMITTAL PROCESS.

DRINKING FOUNTAIN	
SCALE: NONE REVISED: JULY 2021 REVIEWED BY: T. GEE APPROVED BY: J. GELLER	PK-23

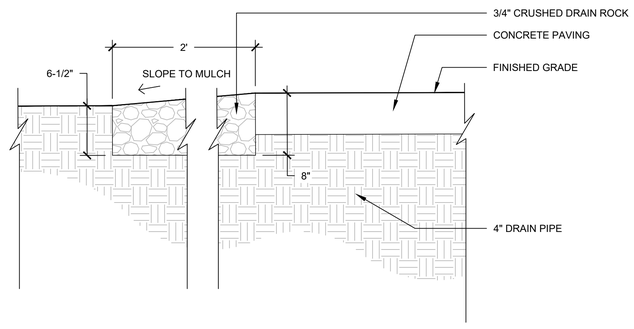


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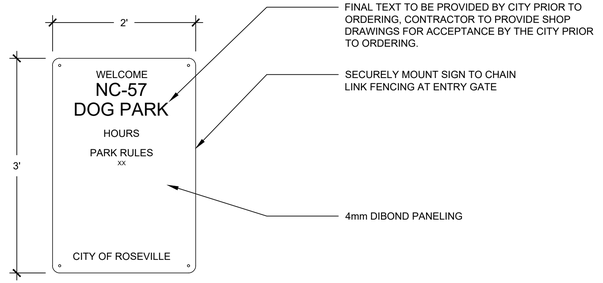
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NOTES
1. CONTROL JOINTS SHALL NOT DIVIDE CONCRETE INTO SHAPES CONTAINING AN INTERIOR ANGLE OF 45 DEGREES OR LESS.
2. JOINTS SHALL BE SPACED EQUAL TO THE WIDTH OF THE PATH. EXAMPLE: A 10 FT. WIDE PATH SHALL HAVE JOINTS SPACED AT 10 FT. O.C.

CONTROL JOINTS	
SCALE: NONE REVISED: JULY 2021 REVIEWED BY: T. GEE APPROVED BY: J. GELLER	PK-32



DRAIN ROCK BAND	
SCALE: NONE	DT-4



ENTRY SIGNAGE	
SCALE: NONE	DT-1

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CONSULTANT:

REGISTERED LANDSCAPE ARCHITECT
TARA L. GEE
No. 3868
Exp. April 2024
STATE OF CALIFORNIA

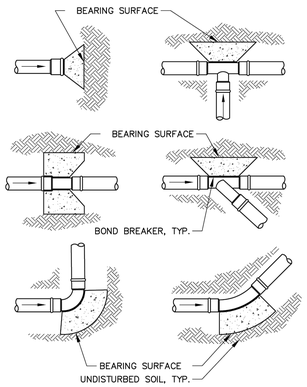
NC-57 DOG PARK IMPROVEMENT PLANS

1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

CONSTRUCTION DETAILS

SCALE: VARIES
DRAWN BY: KJP
CHECKED BY: TLG
DATE: APRIL 2022
REVISIONS:

SHEET: 9 OF 11



MINIMUM BEARING SURFACE AREA

PIPE SIZE	TEE AND PLUG	90 DEGREE BEND	45 DEGREE BEND
1–1/2"	0.45 SQ. FT.	0.63 SQ. FT.	0.34 SQ. FT.
2"	0.69 SQ. FT.	0.97 SQ. FT.	0.53 SQ. FT.
2–1/2"	1.0 SQ. FT.	1.41 SQ. FT.	0.77 SQ. FT.
3"	1.48 SQ. FT.	2.10 SQ. FT.	1.14 SQ. FT.
4"	2.43 SQ. FT.	3.45 SQ. FT.	1.87 SQ. FT.
6"	5.25 SQ. FT.	7.41 SQ. FT.	4.02 SQ. FT.
8"	9.08 SQ. FT.	12.83 SQ. FT.	6.96 SQ. FT.
10"	14.93 SQ. FT.	21.07 SQ. FT.	11.44 SQ. FT.

NOTES
1. SIZE THRUST BLOCKS AS SPECIFIED ABOVE.
2. DO NOT ENCASE CONTROL WIRES IN THE CONCRETE.
3. ALL FITTINGS MUST BE WRAPPED WITH POLYETHYLENE TO PREVENT CONCRETE FROM ADHERING TO BOLTS OR PIPES.
4. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS.

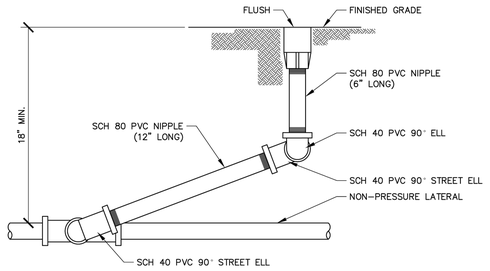
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THRUST BLOCKS

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–10



NOTES
1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELO REGULATIONS.
2. LOCATE SPRAY HEADS 12" FROM ALL STRUCTURES IN TURF AREAS AND 6" FROM ALL STRUCTURES IN GROUND–COVER AREAS.
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. PREFABRICATED SWING JOINT ARE ALLOWED, UPON APPROVAL.
5. 6" LONG SCH 80 PVC RISER NIPPLE NOT REQUIRED FOR 12" POPUP HEADS.

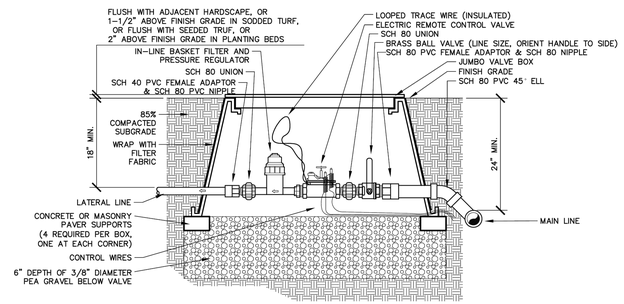
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POP–UP SPRAY

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–8



NOTES
1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. PROVIDE SCHEDULE 80 THREADED UNION ON DOWNSTREAM SIDE.
7. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
8. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
9. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
10. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS. MARKINGS SHALL BE AS FOLLOWS:
TURF VALVES: T#
LANDSCAPE AREA VALVES: L#
BUBBLER VALVES: B#

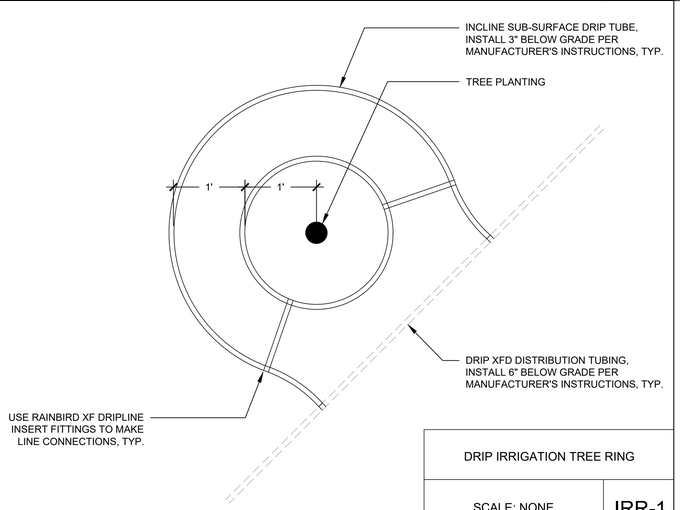
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VALVE
DRIP CONTROL

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

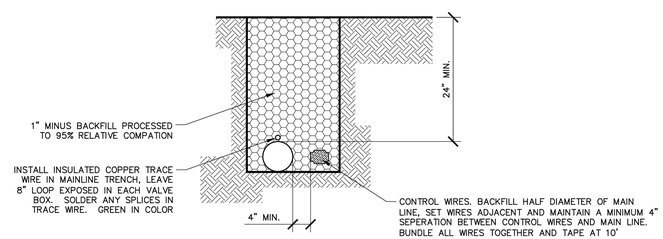
PK–13



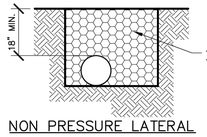
DRIP IRRIGATION TREE RING

SCALE: NONE

IRR-1



PRESSURE MAIN LINE



NON PRESSURE LATERAL

NOTES
1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.

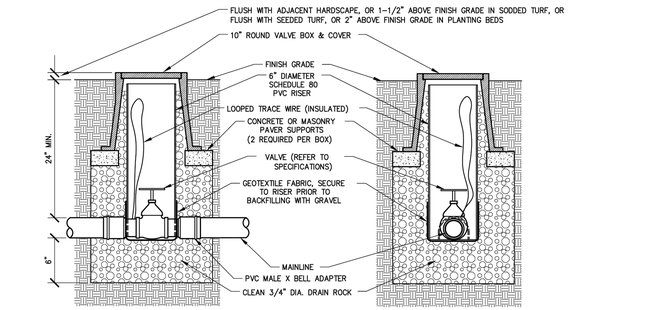
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PIPE TRENCH

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–6



NOTES
1. COMPACT SOIL AROUND BOX TO 90% MINIMUM COMPACTION.
2. PLACE DRAIN ROCK PRIOR TO INSTALLING VALVE BOX.
3. GATE VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS OTHERWISE NOTED.
4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
5. LOCATE VALVES IN SHRUB/GROUNDCOVER AREAS WHENEVER POSSIBLE.
6. LOOP EXTRA TRACER WIRE UP TO TOP OF BOX.

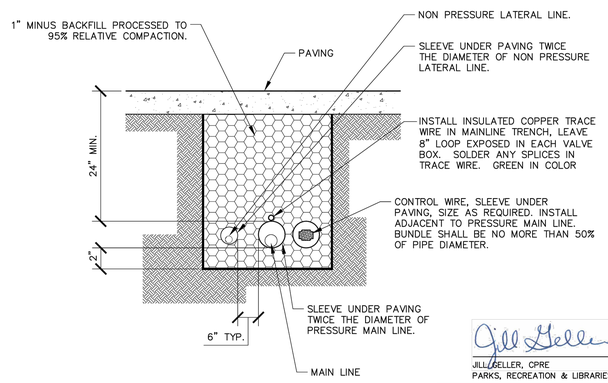
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VALVE
3" AND SMALLER

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–11



NOTES
1. ALL SLEEVES TO BE SCHEDULE 40 PVC.
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING.
3. CAP BOTH ENDS OF ALL SPARE SLEEVES AND MARK BOTH ENDS WITH 3M LOCATOR BALLS.
4. INSTALL SPARE SLEEVE UNDER ROADWAYS

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PIPE AT PAVEMENT

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

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CONSULTANT:

REGISTERED LANDSCAPE ARCHITECT
TARA L. GEE
No. 3868
Exp. April 2024
STATE OF CALIFORNIA

NC-57 DOG PARK IMPROVEMENT PLANS

1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

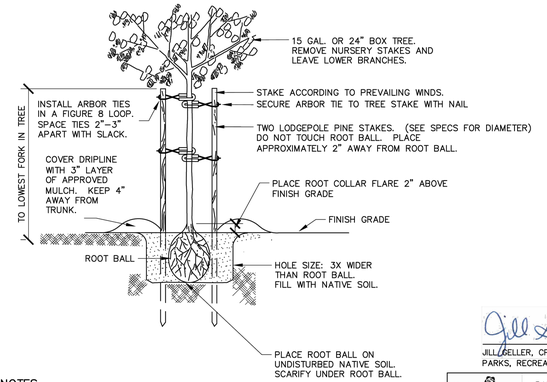
IRRIGATION DETAILS

SCALE: VARIES

DRAWN BY: KJP
CHECKED BY: TLG
DATE: APRIL 2022
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10 OF 11



NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. FOR LAWN AREAS: PROVIDE A 3' DIA. AREA FREE OF TURF.
3. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
4. INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
5. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
6. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH A CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

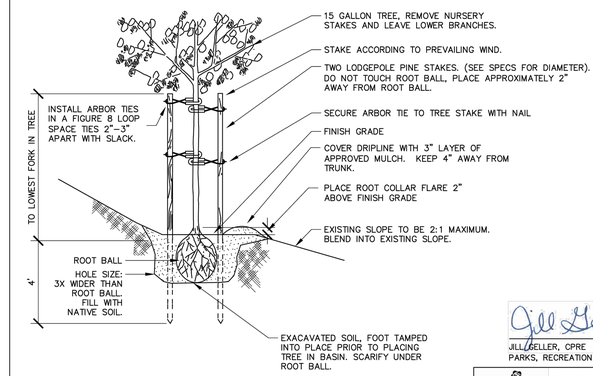
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TREE PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–20



NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
3. INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
4. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
5. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

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TREES ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
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CONSULTANT:

REGISTERED LANDSCAPE ARCHITECT
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No. 3868
Exp. April 2024
STATE OF CALIFORNIA

NC-57 DOG PARK IMPROVEMENT PLANS

1280 ANTELOPE CREEK DRIVE, ROSEVILLE, CA 95678

PLANTING DETAILS

SCALE: VARIES

DRAWN BY: KJP
CHECKED BY: TLG
DATE: APRIL 2022
REVISIONS:

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TABLE OF CONTENTS

TABLE OF CONTENTS
SECTION 00 31 46 PERMITS
SECTION 01 10 00 SUMMARY OF WORK
SECTION 01 57 23 STORM WATER POLLUTION CONTROL
SECTION 03 30 00 SITE CONCRETE
SECTION 12 93 00 SITE FURNISHINGS
SECTION 31 10 00 CLEARING AND GRUBBING
SECTION 31 20 00 EARTHWORK
SECTION 32 31 13 CHAIN LINK FENCING
SECTION 32 84 00 IRRIGATION SYSTEM
SECTION 32 90 00 PLANTING
SECTION 33 00 00 UTILITIES

SECTION 00 31 46
PERMITS

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

1.02 Permits

A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.

1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity:
   a) Contractor(s) must comply with General Conditions 5-1.20 Water Pollution.
2. City of Roseville Department of Development Services, Grading Permit for all Work related to this project.
3. City of Roseville Department of Development Services, Building Permit for all structural items associated with this project, including, but not limited to, the drinking fountain (plumbing code).

B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.

C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

Intentionally left blank.

END OF SECTION

SECTION 01 10 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 General

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Project Description

A. Project Name and address:
NC-57 Dog Park Improvements Project
1280 Antelope Creek Drive, Roseville, CA 95678

B. Project description/scope of work:
The scope of this project includes constructing approximately 1,250 square feet of concrete paving, 130 linear feet of chain link fencing, access gates, potable water fountains, native tree plantings, drip irrigation and 0.45 acres of 4” thick mulch material.

C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor’s acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

1.03 Engineering

A. Field Engineering, as a part of this contract, shall include:
   1. Layout of the work and establishment of lines and grades.
   2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
   3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.
   4. All work shall:
      a) Establish indicated layout in relation to the property survey and existing reference points.
      b) Establish and preserve permanent reference points during the course of construction.

c) Set locations and elevations of all site elements as required for proper completion of the work.

1.04 Permits, Fees and Notices

A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

1.05 Construction Plans

A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.

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

1. Notice to Contractors
2. Special Provisions
3. City of Roseville Parks Construction Standards
4. City of Roseville Design and Construction Standards
5. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

1.06 Definitions

A. The term "accepted" where used within, shall mean accepted in writing by the City of Roseville's Project Manager.

B. The term "Inspector", where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.

C. The term "Project Manager", where noted, shall mean the project representative appointed by the Parks Department.

D. The term "Consultant", where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.

E. The term "accepted equal", where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.

F. The term "Project Owner", where used herein, shall mean the landowner or developer.

G. The term "provide", where used herein, shall mean furnish and install complete.

H. The term "as selected", where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.

I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
J. See Section 1 of the General Conditions for additional definitions and terms.

1.07 Standards

A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
    1. ANSI: American National Standards Institute.
    2. ASTM: American Society for Testing and Materials.

1.08 Submittals

A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks
B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
    1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
    2. Item description;
    3. Indication whether this item is “as specified” or “proposed substitution” and
    4. A space for itemized response summary, e.g. “reviewed” or “resubmit”.
C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor’s responsibility to ensure that the summary sheet is included in the submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.
D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including

incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.

E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

1.09 Tests

A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.

B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

1.10 Temporary Facilities

A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.

B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.

C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

1.11 Utilities

A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

1.12 Dust/Noise Control Requirements

A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.15 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.

B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on

weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

1.13 Tree Replacement Schedule

A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24” Box Stock	Two Inches
1 36” Box Stock	Three Inches

1.14 Inspection of Construction

A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.

B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.

C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed “hard card” shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

1.15 Adverse Impacts to Site Conditions Due to Construction

A. Impacts that affect the site conditions to the detriment of the park or streetscape Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:

1. Soil compaction in non-structural areas;
2. Diesel or gas fuel leaks/spillage;
3. Buried concrete or other construction debris;
4. Hazardous material contamination;
5. Lime treatment in planting areas;
6. and more.

1.16 Pre-final (Punch List) Review

A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
   1. All construction items
   2. Installation of all site furnishings, including lights and signs
   3. Seeding or sodding of all turf areas
   4. All planting, including weeding of planted areas
   5. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.

B. Within five workings days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.
   1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.

C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.

D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

1.17 Establishment Period

A. The duration of the establishment period shall be:

1. For seeded turf in parks: Ninety (90) calendar days, minimum, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
2. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28th, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
3. For streetscapes: Thirty (30) calendar days, minimum, and until final acceptance of all related street improvements subject to approval of a Notice of Completion by the City Council.

B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:
1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
4. All plant and turf maintenance as described in Section 32 90 00 3.11

C. Prior to the start of the final thirty (30) days of establishment:
1. All punch list items shall be completed.
2. All certifications and testing shall be completed.
3. All plantings and turf shall be thriving and in a healthy condition.
4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

1.18 Final Review

A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.

B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.

C. Acceptance of the project shall be considered “field accepted” and a recommendation will be forwarded to the City Council for “final acceptance” per Section 7 - 1.01 of the General Conditions.

D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
E. Turn over for City maintenance shall occur only after:
   1. The specified duration of the establishment period has been successfully completed.
   2. If required, the deed transferring property ownership, has been recorded at the County.
   3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warrantees and Guarantees.

1.19 Record Documents

A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work**.
B. Record documents shall be submitted:
   1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
   2. one set of 11 x 17 reductions of the complete as-built package; and
   3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
   4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
   5. For City of Roseville CIP projects, SWPPP binder.

1.20 Warranties and Guarantees

A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.
   1. Warranties for equipment shall be submitted in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
   2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR 1 YEARS

"We hereby warrant that the ***product*** which we have installed at *NC-57 Dog Park Improvements Project* has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: _____ _____
Subcontractor or Supplier Date

Countersigned: _____ _____
Contractor Date

B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

SECTION 01 57 23
STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 General

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 References

A. State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
B. CASQA California Stormwater BMP Handbook – Construction, November 2009

1.03 Definitions

A. NOI: Notice of Intent
B. NOT: Notice of Termination
C. QSP: Qualified SWPPP Practitioner
D. QSD: Qualified SWPPP Developer
E. SWPPP: Storm Water Pollution Prevention Plan
F. SWRCB: State Water Resources Control Board
G. NPDES: National Pollutant Discharge Elimination System General
H. WDID: Waste Discharger Identification number
I. BMP: Best Management Practices

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 SWPPP

A. Comply with State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No.

CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

B. A SWPPP has been developed for this project. The SWPPP is a dynamic document and will change as conditions (weather or construction phases) warrant.
C. Implementation of the SWPPP is the responsibility of the Contractor and a part of this project. Costs associated with implementation and maintenance of the BMPs per the SWPPP shall be included in the lump sum base bid.
D. Major changes to the SWPPP shall be reviewed by the City's QSD prior to implementation. Cost associated with the major changes will be paid for using the unit cost listed in the Additions or Deletions Sheet of the Proposal
E. The City's QSP will perform weekly inspections of the jobsite. Implementation of and minor changes to the SWPPP as directed by the City's QSP shall be incidental to the Work. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
F. All BMPs installed will be inspected by the City's QSD/QSP for compliance with the SWPPP and BMP Fact Sheets. BMPs that are not in compliance shall be brought into compliance by the Contractor at no cost to the City.
G. Keep one copy of the SWPPP and amendments at the project site.
H. The SWPPP shall be readily available throughout the course of construction and until the NOT has been accepted by SWRCB. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or City' storm water staff.
I. At the end of the establishment period, the Contractor shall submit the project site copy of the SWPPP including copies of all inspections, Rain Event Action Plans (REAPs), reports, and sampling and analysis results to the City's Project Manager.

3.02 Schedule

A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

3.03 Penalties and fines

A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the SWPPP.

B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

3.04 BMP's

A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and project SWPPP, and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City's QSD.

3.05 Cleaning

A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.

B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

SECTION 03 30 00
SITE CONCRETE

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

1.03 References

A. Caltrans Standard Specifications, latest edition.
B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

1.04 Quality Assurance

A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6’ x 6’) sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
C. Variances in surface grades of more than 1/8”, as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

1.05 Handling and Storage

A. Comply with ATSM C-94, “Specifications for Ready Mix Concrete” for the batch, mix and transport of concrete.
B. Mix and deliver only the amount that will be poured immediately.

1.06 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Concrete

A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 “Minor Concrete” of the Caltrans Standard Specifications. Cementitious material shall be „Type II Modified” and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

2.02 Fiberglass Reinforcement

A. Fibers for concrete shall be Fibermesh 150, as manufactured by Propex Operating Company; or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.

2.03 Concrete Forms

A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
B. Radius bends shall be formed by spring steel forms or laminated boards, as required.
C. Plywood shall be 5/8”, Class I, exterior grade as outlined in APA “Guide to Plywood Grades”. Omit mill oiling treatment.

PART 3 - EXECUTION

3.01 Poured-In-Place Concrete Forms

A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a

representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.

B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
C. Forms shall not leak, spread, shift or settle when concrete is placed.
D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

3.02 Fiberglass Reinforcement

A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

3.03 Control Joints for Concrete Sidewalks

A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For example a ten-foot wide walkway shall have control joint placed ten feet on center.

3.04 Placement of Concrete

A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.

D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
G. Concrete elements shall not exceed the following tolerances:
    1. Linear: 1/8”
    2. Slab deviation: 1/8” in 10‟

3.05 Finishes

A. Finishes shall be as shown on the Plans and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.
B. Upon completion of float finishing, provide the final finish as follows:
    1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.

3.06 Removal of Forms

A. Forms shall remain in place as follows:
    1. For mass concrete work: 5 days.
    2. For other flatwork and other concrete work: 3 days.
B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1”) below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

3.07 Curing and Protection

A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.

B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

3.08 Clean-Up

A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.

B. Remove from site furnishing posts all concrete “slobber”. Re-touch posts as necessary for a clean finish.

END OF SECTION

SECTION 12 93 00
SITE FURNISHINGS

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including play equipment and play surfacing, as shown on the Plans and as specified herein.

1.03 References

A. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.

B. The product manufacturer shall supply complete Specifications for the installation of all site furnishings.

1.04 Submittals

A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”.

B. On the date of the Notice to Proceed, the Contractor shall immediately place the order to purchase all site furnishings, including the play equipment and play surfacing as specified on the Plans and as outlined herein. **Proof of all orders shall be submitted to the Project Manager within ten (10) working days of the Notice to Proceed.**

1.05 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Materials

A. Benches shall be as shown on the Plans and as specified herein. The benches shall be as distributed and manufactured by *Ultra-Site*, or accepted equal. Color as selected by the City.

B. Drinking Fountain shall be MDF #10145 SM (bottle filler, dual bowl, dog bowl and accessible) and stainless steel surface carrier as distributed by Husbands and Associates (800) 821-9838 and as manufactured by Most Dependable Fountains or accepted equal. Color to be stainless powder coated black or as approved. Include recessed hose bib with locking cover. Install with a sand strainer when sand amenities are included in the park design.

C. Dog Wash Pedetal shall be MDF #525 SM (with hose hook) and stainless steel surface carrier as distributed by Husbands and Associates (800) 821-9838 and as manufactured by Most Dependable Fountains or accepted equal. Color to be stainless powder coated black or as approved. Include recessed hose bib with locking cover. Install with a sand strainer when sand amenities are included in the park design.

D. Dog Park Rules Sign shall be full color printed vinyl graphic mounted to 24" x 36" DiBond exterior board per City accepted shop drawing submittal.

E. Trash Receptacle shall be 32 gallon receptacle with liner, dome top (model # TG3D33S) as fabricated by Wabash Valley, (260) 352-2102, or accepted equal.

F. Doggie Waste Station:

PART 3 - EXECUTION

3.01 Installation

A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the site furnishings described in these Specifications.

B. Heights of tables and benches shall be as follows, unless otherwise required by ADA; California Title 24 or other code requirements:

Description	Height Above Finish Grade
Bench Surface Height	16" Minimum, 18" Maximum

C. All footings shall be Class A concrete with 3/4" maximum size aggregate, unless otherwise noted. Footings shall be in accordance with Caltrans Standard Specifications, Section 90. Install all footings below finish surface. In

paved areas, install paved surface over footing for a clean finished surface as shown on the Plans.

D. Carefully install all furnishings and equipment without disturbance to adjacent finishes. Contractor shall be responsible for the damage and subsequent repairs of damaged finished product.
E. Install park signage. Installation location shall be verified in the field with the Project Manager.

3.02 Cleaning

A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

PART 4 - WARRANTY

4.01 General

A. Contractor shall warranty all site amenities included under this Section.
B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
D. Attach cut sheets of installed items to the warranty.

END OF SECTION

SECTION 31 10 00
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Preserve and protect existing site amenities to remain, including, but not limited to, trees, shrubs, underground utilities and other improvements as shown on the Plans. Protection of work shall include affected improvements on adjoining properties.

B. Scope of work includes: site preparation, removal of debris, staging of equipment and materials and securing the site for construction.

1.03 Related Work

A. Section 31 20 00: Earthwork

B. Section 01 57 23: Storm Water Pollution Control

1.04 Protection/Replacement

A. Prior to demolition, erect protective fencing a minimum of one foot (1') beyond the canopy of all trees to remain. The radius of the canopy shall be measured from the longest branch furthest from the trunk. Refer to the environmental document for additional requirements for protective fencing on other existing natural features. For work within or near protected trees, a tree permit may be required.

B. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.

C. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, play structures, shade structures, drinking fountains, concrete paving, concrete wall and curbs,

decomposed granite paving, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.

D. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector. Realignments or modifications to the existing facilities as shown on the plans are accepted.
E. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.
F. Burning or burying removed material on-site is prohibited.
G. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in Section 31 20 00 of these Specifications.
H. All items identified in the Plans to remain or identified in the field to remain, removed in error by the Contractor, shall be repaired or replaced to match in equal or better construction, at no cost to the City. The quality of the repair or replacement shall be measured as that existing at contract award.

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 Pre-Construction Site Review

A. Contractor shall review existing site conditions with the Inspector prior to start of construction and document any conditions which adversely affect the satisfactory execution of the work and final acceptance of the project.
B. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

3.02 Clearing

A. Completely remove trees, shrubs, stumps, vines, rubbish/debris, undergrowth, deadwood, structures, and other elements identified to be removed and/or which interfere with the construction as shown on the Plans and as specified.

B. Obtain verification from the Project Manager for non-identified items scheduled to be removed prior to actual removal.

3.03 Grubbing

A. Remove all stumps, roots, grasses and weeds in its entirety. Apply systemic weed killer. Confirm weed kill prior to removal.

3.04 Utilities

A. Contact USA Alert (800) 642-2444 prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours' notice. Verify all utilities entering into and their locations within the project site.
B. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.
C. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.
D. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

3.05 Debris Removal

A. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.
B. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

END OF SECTION

SECTION 31 20 00
EARTHWORK

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
C. The standards set forth in the Caltrans Standard Specifications, latest edition, shall be in addition to the standards provided herein.
D. The requirements set forth by CAL OSHA shall be in addition to the standards provided herein.

1.02 Description

A. Provide all labor, operations and materials necessary for earthwork, including, but not limited to, staking and surveying, grading; excavating; installation of facilities necessary to perform excavation and subsequent removal of such facilities upon completion of work; subgrade preparation; backfilling; and other incidental items necessary for a complete project.
B. This project is a balanced cut and fill project.
C. The intent of the grading plan is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities Act and California Title 24 throughout the project site. The Project Manager shall be notified immediately of any discrepancies between the Plans and actual field conditions and/or conflicts between the design and code requirements.

1.03 Related Work

A. Section 31 10 00: Clearing and Grubbing
B. Section 33 00 00: Utilities
C. Section 32 84 00: Irrigation System
D. Section 32 90 00: Planting
E. Section 26 00 00: Site Electrical
F. Section 01 57 23 Storm Water Pollution Control

1.04 Quality Assurance

A. All work shall conform to local codes and regulations, including standards set forth in the Standard Specifications of the State of California, Business and

Transportation Agency, Department of Transportation (Caltrans), Chapter 70 of the Uniform Building Code and ASTM.

B. Relative compaction shall be the in-place dry density of soil denoted as a percentage of the maximum dry density of the same material. This shall be as determined by ASTM 1557. The optimum moisture is measured by the water content which corresponds to the maximum dry density.
C. Upon discovery of unforeseen subsurface site conditions, the Contractor shall notify the Inspector immediately.
D. Upon discovery of hazardous materials, cease all activity and immediately contact the Fire Department.

1.05 Protection

A. Provide and install all supports, shoring, bracing, underpinning, sheet piling and other methods for the sides of excavations necessary for ensuring safe working conditions for the workmen and to protect adjacent improvements to remain.
B. Provide any and all protection measures necessary to ensure the protection of the workmen, the general public, including children and the project site. These protection requirements remain the Contractor's sole responsibility throughout the duration of the project, including non-working hours.
C. Do not obstruct vehicular, bicycle or pedestrian thoroughfares, unless previously accepted by the City. Provide safe and adequate detours around the construction as required by City and State regulations.
D. Trenches shall be covered at all times when work directly associated with the trenches is not occurring, including non-work hours.
E. During the course of construction, the Contractor shall ensure that surface drainage does not create a nuisance onto adjacent properties.

1.06 Erosion Control Measures

A. Construction sites shall have required erosion and sediment control measures in place as required by the SWPPP. If construction is in progress, the Contractor shall ensure that the construction site is prepared prior to the onset of any storm. At a minimum, erosion control measures shall include:
    1. Broadcast seed
    2. Drainage area protection
    3. Dust/mud control
    4. Drain inlet filters
    5. Silt fence and straw wattles
    6. Slope protection
    7. Straw bales
    8. Silt controlling devices

PART 2 - PRODUCTS

2.01 Base Rock

A. Class 2 aggregate base per Caltrans Standard Specifications, latest edition.

2.02 Drain Rock

A. Drain rock shall be Class 2 permeable, washed, unbroken stone or gravel. Material gradation shall conform to the following:

Sieve Size	Percent Passing
1 inch	100
No. 4	20-50
No. 50	0-10
No. 200	0-5

2.03 Pea Gravel

A. Pea gravel shall be natural stone, free of clay, shale or organic matter, and shall conform to the following:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	47
No. 8	2
No. 16	1

2.04 Fill

A. Structural Fill shall conform to Caltrans Standard Specifications or the accepted site-specific geotechnical report generated for the project.
B. Fill for non-structural areas shall conform to the following standards:
   1. Plasticity: ASTM D4318-84
   2. Expansion Index: No greater than twenty (20)
   3. Testing: UBC 29-9 and ASTM D422-72
   4. Particle Size: No greater than one inch (1”)

2.05 Topsoil

A. The top eight to ten inches (8” – 10”) of native soil containing more than three percent (3%) organic material. Topsoil shall be free of rocks no larger than one inch (1”) in diameter, free from subsoil, roots, heavy or stiff clay, course sand, destructive seeds, noxious chemicals, brush, debris, litter and other undesirable materials.
B. For any import soil to be used in turf/planting areas, submit a soils analysis with soil amendment recommendations (for plant growth) for review and acceptance prior to placement on-site. Soils test information shall be as outlined in Section 32 90 00: Planting – 1.06.

2.06 Soil Sterilant

A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

2.07 Sand

A. Granular, fine, free of organic matter, mica, loam or clay material.

PART 3 - EXECUTION

3.01 Construction Staking

A. The layout of all work shall be performed by a California State licensed land surveyor provided by the Contractor.
B. Notify the Inspector immediately of any discrepancies between actual field conditions and the Plans. Minor field adjustments may be necessary in order to fulfill the intent of the Plans.
C. Non-notification of discrepancies between actual field conditions and the Plans by the Contractor, in writing, shall indicate his acceptance of such field conditions. Adjustments/modifications to the construction to accommodate the inconsistencies (without notification) shall be at no additional cost to the City.

3.02 Excavation

A. All excavations shall be as noted on the Plans. Excavations shall include accommodation of base material.
B. Do not over-excavate. Excavations shall provide appropriate space to install shoring, bracing, formwork, etc, as needed to ensure the safe and proper construction of the work.
C. Take every precaution to prevent water from entering, softening, and undercutting excavated areas, including, pits, footings, trenches, etc.
D. Notify the Inspector immediately upon discovery of unsatisfactory soils materials or unforeseen site conditions. Excavation shall include the complete removal of the unsatisfactory material and its legal disposal thereof.

3.03 Site Grading

A. A grading permit is required to be obtained by the Contractor prior to commencing any earthwork.
B. Grading shall include adjacent transition areas, new elevations/contours as shown on the Plans. All subgrade areas shall be graded parallel to the finish grades and contours and shall be uniform in slope. Transition areas shall provide a smooth connection between new and existing grades and shall not create additional drainage or ponding onto adjoining properties.

C. Surface grades shall provide for positive drainage away from structures and footings, and shall be uniformly smooth throughout.
D. Rough grading shall:
    1. Be graded to a tolerance of 0.10 feet, plus or minus for planted and turf areas.
    2. Be graded with a tolerance less than .04’ from specified grade and cross section for subgrade in which pavement, curbs and other structural elements are to be placed immediately above.
    3. Provide a subgrade surface free of exposed rocks, stones and boulders.
    4. Provide a subgrade surface free of depressions, pits, etc., with proper backfill and compaction. See paragraph 3.04 below.

3.04 Placement of Fill Material

A. Prior to placement of fill material, the Contractor shall:
    1. Obtain approval of the subgrade surface from the Inspector.
    2. Scarify, dry and compact soft and/or wet areas.
    3. Remove and replace unsuitable subgrade material to the satisfaction of the Inspector.
    4. Take all necessary corrective action.
B. Do not use topsoil as fill or backfill material, unless otherwise accepted in writing.
C. Fill shall be placed in the following manner:
    1. Accepted engineered fill material for structural slabs and areas to be paved shall be placed in six-inch (6”) loose thickness, uniform layers over the entire area.
    2. Fill material in planted areas shall be placed in twenty-four inch (24”) maximum loose thickness throughout the areas to receive fill.
D. Aerate or water each lift to obtain the required compaction rate indicated on the Plans. Thoroughly mix material to ensure proper moisture content for compaction. Repeat the operations until grades, as shown on the Plans, are obtained. Jetting of trenches shall be reviewed and accepted by the Inspector prior to performance of work.
E. Do not place fill when the subgrade is frozen, muddy or wet. Allow conditions to thaw and dry out before resuming operations.
F. Use hand tampers or vibrating compactors around foundations walls, retaining walls and other structural elements. Do not use large equipment in these areas and do not begin compaction operations until the bearing surfaces have reached its design strength.
G. Fill around existing trees to remain shall not exceed twelve inches (12”).
    1. Minor fill (6” or less) shall utilize topsoil and shall be placed by hand. Do not cover crown of trunk. Feather grades to the extent possible.

2. Fills between 6” and 12” shall utilize 3/4” pea gravel on grade, placed up to three inches (3”) below finish grade. Apply topsoil, by hand, to meet finish grade elevations. Feather grades to the extent possible.

H. Construct mounds from on-site material. The core of the mound (1’ below finish elevations) shall be compacted to 90%. The top twelve inches (12”) shall be compacted to 85%. Place topsoil in the top twelve inches (12”).

I. Place topsoil in all turf and planting areas a minimum of twelve (12) inches deep. See Section 31 10 00, 3.03-B: Clearing and Grubbing.

3.05 Trenching, Backfilling and Compacting

A. For trenches greater than five feet (5’) in depth, submit an OSHA permit related to the work.

B. All trenches shall be straight, true and cut vertical at 90 degrees to the surface plane.

C. For trenches through existing paved surfaces, use a concrete saw or other tool to achieve straight, clean lines. Replace paved surface to the same or better condition as existing prior to cut.

D. Do not over-excavate. Maintain bearing surfaces true, level and undisturbed to the extent possible.

E. Trenches shall be kept dry and frost-free. Do not allow standing water to collect.

F. Do not allow trenches to remain exposed at any time when work directly related is not occurring. Cover all trenches during non-work hours.

G. Bedding for all trenches to receive pipes shall be as follows:

1. Bedding material shall be consistent with the City of Roseville Design and Construction Standards, latest edition.
2. Pipe shall lie completely on bedding. Pipe fittings or joints shall not bear weight.
3. Bedding shall be uniform throughout the length of pipe.

H. Initial backfill for storm drains, sewer lines and electrical conduit shall conform the applicable City standard set forth by the Department having jurisdiction.

I. Backfill beyond the initial operations shall be native soil, placed in twelve-inch (12”) lifts. Compaction for trenched areas shall be 95% for parking lot, driveway and roadway areas; 90% for hardscape (i.e. walkways, picnic pads basketball and tennis courts); and 85% in areas to be planted. Place topsoil over trenches in planted areas. Upon completion, all trenches shall be filled flush with adjacent finish grades.

J. Compaction tests shall be required for trenched areas, hardscape areas and areas where fill over two feet in depth will be placed. The Inspector shall determine the number of tests and the locations. Re-tests shall be the Contractor’s responsibility.

K. Potholing shall be required in areas where existing utilities are indicated. Hand digging may be required.

3.06 Soil Sterilant

A. Soil sterilant shall be applied to areas where paving is to be installed. The worker applying the sterilant shall take every precaution to avoid overspray of sterilant onto areas to be planted. The sterilant shall be placed no further than six inches (6”) beyond the edge of pavement.
B. Soil sterilant shall not be applied in inclement weather and windy days.

3.07 Drainage Areas

A. All bare areas, regardless of slope, within 50 feet of natural drainages shall be covered with straw and pressed in place.
B. No grading or trenching, except as required for erosion or sediment control, shall occur within 35 feet from the centerline of perennial and intermittent drainage swales between October 5 and April 1 unless approved by the Engineering Division, as well as any other governmental agency which may have additional jurisdiction and/or requirements.

3.08 Dust/Mud Control

A. Adjacent Streets: Adjacent street frontages shall be swept at least once a day to remove silt and other dirt which is evident from construction activities.
B. Construction Vehicles: The Contractor is responsible for cleaning construction vehicles leaving the site on a daily basis to prevent dust, silt, mud and dirt from being released or tracked offsite. Adjacent streets shall be swept clean daily.
C. Grading Spoils: Dry stockpiles of soil shall be watered to prevent the generation of airborne dust. Trucks transporting dry soil shall be covered with tarpaulins.
D. Water: Water shall be sprayed on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities. The exposed earth shall be watered throughout the day to minimize dust. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department.
E. Wind Allowances: Grading activities shall be restricted or halted when winds exceed 15 miles per hour as deemed necessary by the Public Works Inspector.

END OF SECTION

SECTION 32 31 13
CHAIN LINK FENCING

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of the chain link fence system, including gates as shown on the Plans and as specified herein.

1.03 References

A. Caltrans Standard Specifications, latest edition.

PART 2 - PRODUCTS

2.01 General

A. Wire used in the fabric shall be galvanized and shall have a tensile strength of 80,000 lbs. Per square inch based on cross sectional areas of the wire. One sample shall be tested without removing bends caused by weaving of the wire with the mesh. A second test shall be conducted on a wire strand carefully straightened. The tensile strength is finally determined as the average reading between the two tests. Wire to match fabric selection.

B. Fabric shall be 1-3/4” 9-gauge nominal wire mesh, *black vinyl coated* after weaving as shown on the plans. Conform to ASTM A392, with tensile strength as described in 2.01A above. Fabric shall be knuckled top and bottom with single width to full height of fence.

C. Ties/Fasteners shall be 9-gauge aluminum or black powder coated wire.

D. Fittings, clips, bolts, bands, bars, post tops/covers and other hardware necessary for a complete fence system shall be *black powder coated*.

E. Where fencing is shown on the Plans to be black vinyl or powder coated, all appurtenances, including fabric, posts, rails, clips, bands, fittings, etc., necessary for a complete fence system shall be black vinyl or powder coated. Vinyl or powder coating shall be the industry standard for this type of finish.

2.02 Posts and Rails

A. Posts and rails shall be ***black powder coated***, to match fabric and as shown on the Plans. All posts shall be installed with moisture-proofed caps on the top.
B. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

2.03 Gates

A. Fabric and finish to match fence.
B. Hinges and latches shall be industrial strength, heavy duty and shall fit snugly around post. Latches shall be lockable.
C. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

PART 3 - EXECUTION

3.01 Post Installation

A. Posts are to be spaced evenly as shown on the City Standard and set plumb and true to lines with the top line uniform as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
B. All posts shall be set in concrete as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
C. Where nicks on vinyl or powder coated finished occurs due to installation, the Contractor shall re-finish and patch damaged areas immediately.

3.02 Fabric

A. Attach fabric using fabric bands or clips spaced approximately 14” apart. Connections to top rails and tension wires shall utilize wire ties placed 24” on center.
B. For corner and vertical end connections, install stretcher bars banded to posts and gate frames at 24” apart (maximum).
C. All fabric to be stretched tight, free from sags and bulges.

3.03 Rails

A. For splices along the top rail, provide couplings every 20’. The coupling shall produce a continuous brace from end to end of each stretch of fence. Install a heavy spring at every fifth coupling to allow for expansion or contraction.
B. Utilize the appropriate fittings to ensure that all rails are rigidly clamped to end and corner posts.
C. Clamp mid and bottom rails at each post.

3.04 Gates

A. Gates shall be installed consistent with the City Standard detail. Verify grade conditions along the fence bottom to ensure proper use of the gate(s).
B. Gate openings shall be face-to-face dimensions and shall swing according to the Plans.

3.05 Cleaning

A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

SECTION 32 84 00
IRRIGATION SYSTEM

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.

B. Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.

C. Installation of the water meter shall be by the City.

1.03 Related Work

A. Section 32 90 00: Planting

1.04 Quality Assurance

A. All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:
   1. City of Roseville Park Construction Standards,
   2. City of Roseville Design and Construction Standards,
   3. City of Roseville Electric Department Standard Specifications,
   4. Local, state and federal electrical codes, manuals and guidelines, and
   5. Local, state and federal plumbing codes, manuals and guidelines.

1.05 Submittals

A. Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit

proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:

1. Controller, Flow Sensor(s), and Master Valve(s).
2. Filter (Recycled water)

1.06 Explanation of Drawings

A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor’s responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.

B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

1.07 Product Delivery, Handling and Storage

A. All materials shall be delivered bearing manufacturer’s label with size, type and model number (if applicable) clearly marked.

B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.

C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.

D. Do not install any material that has been damaged. Replace all material found to be damaged.

1.08 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

B. Dimensions shall be recorded from two (2) permanent points of reference.

C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

PART 2 - PRODUCTS

2.01 General

A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

2.02 Backfill Material

A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.

B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

2.03 Meter

A. Meter shall be as shown on the Plans and as required by the City of Roseville Environmental Utilities Department.

2.04 Backflow Prevention Device

A. Backflow Prevention Device shall be as shown on the Plans.

B. Cover shall be insulated, freeze-proof, removable and lockable, manufacturer and model per the City of Roseville Design and Construction Standards or accepted equal.

2.05 Flow Sensor and Master Valve

A. Calsense Controllers:

1. Flow sensor shall be a Calsense Flow Meter (FM-B) featuring a proprietary, non-magnetic sensing mechanism and a six-bladed design. Flow sensor shall be accurate to +/- 1% of full scale. Flow sensor body shall be constructed of bronze. Applications with high and low flows requiring a bypass manifold flow meter shall instead utilize Flomec QS200 Ultrasonic Flow Sensor.
2. Master valve(s) shall be Superior, 3300 series, normally open, electric globe valve, constructed of brass with dirty water protection and No Minimum Flow feature. For recycled water systems, include -RW Recycled Water designation with purple handle for identification.
3. Flow meters to be constructed consistent with the Calsense specifications.
4. Valve boxes for master valve and flow sensor shall be 18” (jumbo) green rectangular rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box lid shall be colored

green in turf areas, tan in natural planter areas, and purple for recycled water applications.

2.06 Pipe

A. PVC Pressurized Mainline
   1. For lines three inch (3") or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D2241
Rubber Gasket	F477

   2. For lines two and one half inches (2-1/2") or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D1785

B. PVC Non-Pressurized Lateral Lines
   1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

2.07 Fittings and Nipples

A. Fittings for Mainline Pipe:
   1. For all control valves on mainlines three inches (3") and larger, use painted, ductile iron saddle taps with double stainless steel straps and nuts Model #202 by Romac Industries, Inc. or accepted equal.
   2. For all other connections on mainlines three inches (3") and larger mainline pipe, use glued schedule 80 fittings.
   3. For all connections on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 40 fittings.

B. Fittings for Solvent Weld Pipe:
   1. Schedule 40 for 2 ½" pipes or smaller and Schedule 80 for 3" pipe and larger polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.
   2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.
   3. Teflon tape for all threaded PVC fittings.

C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.

D. Fittings for Recycled Pipe:

1. Fittings shall meet the standards outlined in Sections 2.09, A, B and C above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.

2.08 Swing Joints

A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

2.09 Electric Remote Control Valve

A. Sizes as shown on the Plans. All valves shall be Rainbird PEB series or accepted equal and shall contain the following:
   1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,
   2. encapsulated solenoid type actuation,
   3. a minimum rating of twenty-four (24) volts,
   4. sixty (60) cycle,
   5. two to five (2-5) watts,
   6. a manual flow adjustment with shut-off provisions,
   7. provisions for an external “bleed” of the diaphragm chamber for manual operation.
   8. a ball valve on the inlet.
   9. Schedule 80 PVC threaded fittings from saddle tap to POC to valve.

B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall be sized appropriately to house entire valve assembly with space to accommodate maintenance access.
   1. Boxes shall be colored green in potable applications, and purple for recycled water applications.
   2. Valve boxes used on recycled water systems shall be permanently colored purple through the manufacturer. Boxes painted purple will be rejected.
   3. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers

C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

2.10 Root Watering System

A. Provide pre-manufactured root watering system.
   1. Pressure compensating bubbler. See irrigation sheets for flow rates.
   2. Check valve where applicable to prevent low head drainage.
   3. Swing joint assembly
   4. Locking grate top on semi-rigid mesh tube
   5. Filter fabric sleeve

2.11 Irrigation Heads

A. All irrigation heads shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.
B. In all available models, all irrigation heads shall have stainless steel risers, unless otherwise approved in writing.
C. For recycled water applications, irrigation heads shall be colored purple, have debris pocket, and wiper seals with 3 touch points.
D. Irrigation heads shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.
E. Include built-in check valve where applicable to prevent low head drainage.

2.12 Drip Irrigation

A. Sub-surface dripline.
    1. Flexible polyethylene tubing shall have factory-installed pressure-compensating, inline emitters spaced evenly per listed spacing.
    2. Emitter shall incorporate elemental or ionic copper root intrusion prevention technology, and shall be warranted by the manufacturer to be free of emitter plugging due to root intrusion for a period of fifteen (15) years minimum.
    3. Emitter shall have a built-in check valve that will hold back, at minimum, an 8.5' column of water.
    4. Dripline for use with recycled water systems shall be properly and permanently marked for non-potable use.
B. All fittings shall be constructed of injection molded, brown plastic having a nominal outside dimension of 17mm (0.56”). Female and male threaded ends shall be capable of mating to standard PVC pipe with tapered threads.
C. Line flushing valve
    1. Valve shall be schedule 40 PVC ball valve with brass hose thread adapter.
    2. Valve box shall be rigid plastic, with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.
    3. Drip system operation indicator shall be Rainbird 1812 Pop-up spray body with 4-VAN nozzle set to 0-degree pattern, with Rainbird SA-125050 swing assembly and XFF-TFA barbed bt ½” FIPT fitting, or accepted equal.
D. Pressure Regulating Filters shall be Rainbird PRB Pressure Regulating Basket Filter, or approved equal, and shall include: Basket style body and jar-top cap constructed of heavy-duty glass-filled, UV-resistant polypropylene, with 150 PSI (10,3 bar) operating pressure rating. Standard 200 mesh (75 micron) filter screen constructed of stainless steel attached to propylene frame. Normally-open in-line pressure regulating device, constructed of durable, UV resistant non-corrosive material able to accommodate an inlet pressure rating of not less

than 150 PSI (10,3 bar), with preset outlet pressure of approximately 40 PSI (2,8 bar).

2.13 Thrust Blocks

A. All thrust blocks shall be concrete. The size of the blocks shall be determined by the average safe soil-bearing load of 700 lbs. per square foot.
B. Polyethylene sheeting at thrust blocks shall be 6mil.

2.14 Manual Valves

A. For pipe four inches (4") and larger gate valves shall be:
   1. located where shown on the Plans,
   2. flanged with Class 125 cast iron body,
   3. bronze trimmed with a non-rising stem,
   4. square operating nut,
   5. able to withstand a cold water pressure of 150 pounds per square inch, and
   6. sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
B. For pipe three inches (3") or smaller and on pipes which feed directly into a remote control valve, ball valves shall be installed and shall:
   1. allow for manual operations,
   2. rapid on/off , drip-tight shut-off control,
   3. be constructed of bronze or brass with heavy-duty handle,
   4. operate up to 22 gallons per minute,
   5. operate between 15 and 150 pounds per square inch, and
   6. be sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with extensions and lockable cover by Carson Industries, LLC, as shown on the Plans or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

2.15 Automatic Irrigation Controller

A. Automatic controllers shall be Hunter battery operated Node-BT-100 controller.

2.16 Control Wires

A. Direct burial solid copper wire AWG-U.F. 600 volt.
B. Common wire and two spare wires shall be minimum #12-gauge.
C. Pilot wires shall be red, minimum #14-gauge. Wire gauge shall be, at minimum:

Wire Gauge	#14	#12	#10	#8
Max. Distance (ft.)	2,500	3,250	4,000	4,800

D. Splices:

1. Wire connections at remote control valves only shall utilize 3M direct bury splice kit model #DBY (yellow) or model #DBR (red).
2. All other splices, including line splices, connections to flow meters and other sensors, shall utilize 3M Scotchcast 3570G Connector Sealing Packs, no known equal.

E. Wiring colors shall be:

USE	COLOR
Flow	Yellow
Master	Blue
Pump	Black
Valves	Red
Common	White
Spare	Orange
Tracer	Green

2.17 Sleeves

A. Schedule 40 PVC 1120-1220 and two times the diameter of the pipe to be accommodated by the sleeve, one (1) for control wires and one (1) for main line, and one (1) for lateral lines.
B. Maximum one (1) line per sleeve.
C. Add one (1) spare, same size as largest.

2.18 Tracer Wire

A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

PART 3 - EXECUTION

3.01 Site Conditions

A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.
B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.

3.02 Coordination of Work

A. Coordinate all work with other trades.
B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

3.03 Excavation and Trenching

A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over-excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.

B. The following minimum cover shall be provided for pipe:

Pipe Type	Minimum Cover
Pressurized Mainlines	24”
Non- Pressurized Lateral Lines	18”
Domestic Water Lines	24”
Control wires	24”
PVC Sleeves under Paving	18”
PVC Sleeves under Auto X-ings	24”

C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.

D. High voltage wires shall not be installed in the same irrigation water line trench.

3.04 Testing and Flushing

A. Pressure Testing shall occur only when the following conditions can be fulfilled:

Item Description	Condition
Quick coupler valves	Installed and capped
Electric remote control valves	Installed
Flow valve	Installed and open
Ball/Gate valves	Installed and open
Lateral lines	Disconnected
Welded PVC joints	Cured at least 24 hours
Pipe	Center loaded with backfill
Concrete Thrust Blocks	Installed and cured at least 48 hours
Couplings and fittings	Exposed
Detection wire	Installed

B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the line shall be re-tested. This process shall be repeated until the line passes the leakage test.

C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

3.05 Backfilling and Compacting

A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.
B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.
C. Do not flood trenches unless otherwise accepted by the City.
D. Sunken trenches shall be re-finished flush with the adjacent grades.

3.06 Backflow Prevention Device and Enclosure

A. Install per local codes and manufacturer's instructions.
B. When the flow meter is installed above grade, install a backflow prevention device enclosure with lockable gate.

3.07 Flow Meter Installation

A. Install per local codes and manufacturer's instructions.
B. All flow meters shall be installed in ground.
C. Install 3/4" conduit from irrigation controller to flow meter valve box. Install a pull box every 100'.
D. Valve box lids shall be permanently marked identifying FM for flow meter and MV for master valve and GR for grounding rod with heat branding using stencils in a uniform location on all boxes throughout.

3.08 Pipe Installation

A. Install irrigation pipe in planted areas whenever possible.
B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.
C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.
D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.
E. All PVC-to-PVC threaded connections shall be made with Teflon tape.
F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. ells, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.

G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.

3.09 Electric Remote Control Valves

A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.
B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.
C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.
D. Each valve shall be separately saddle tapped. Manifolded valves shall be rejected.
E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.
F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

3.10 Irrigation Heads

A. Install all heads where shown on the Plans and as specified herein.
B. Turf rotary pop-up heads shall be placed two (2) inches from any edge of adjacent walkway, concrete mow band, concrete curb, header board or other hardscape edging, or as required by current WELO regulations.
C. Rotary pop-up heads shall be installed flush with the top of finish grades of turf or planting areas.
D. Sprinkler head riser nipples sizes shall match or be the same as the riser opening of the sprinkler body.
E. Install sprinkler heads with internal check valves where heads are located in low drainage areas, i.e. bottom of berms, bottom of drainage swales, toe of slopes, etc.
F. Install all heads perpendicular to ground surface with an offset from the edge of pavement as indicated in the details.

3.11 Drip Irrigation

A. Drip irrigation is to be installed in a grid pattern layout of equal spacing between rows, unless otherwise noted on approved plans.
B. All drip irrigation shall be installed sub-surface, per manufacturer's specifications. Staple all tubing to soil at 5 feet on-center spacing prior to backfilling.

C. Drip line shall be installed prior to plant installation, with the exception of 15-gallon and larger plant container sizes, which may be installed first at the discretion of the contractor.
D. Line Flushing Valves are to be installed below grade, as detailed, in a valve box with bolt-down lid to allow for periodic inspection and flushing.
   1. Minimum of One (1) Line Flushing Valve shall be installed for every fifteen (15) GPM of zone flow, and at every termination point within a zone, and shall be installed at a point farthest away from the source (typically on an exhaust header) as possible.
E. Pop-up drip system operation indicators shall be placed within eighteen inches (18”) of each Flush Valve and shall not be placed such that it will be obstructed by vegetation. Place minimum twelve (12) inches from adjacent hardscapes.
F. If required, Air/Vacuum Relief Valves shall be installed below grade in valve boxes to allow for periodic inspection.
G. Valve box lids shall be permanently marked identifying LF for Line Flush valve and AR for Air/vacuum Relief with heat branding using stencils in a uniform location on all boxes throughout.

3.12 Gate Valves

A. Install per local codes and manufacturer’s instructions.
B. Locate valve boxes flush with finish grade, twelve (12) inches from walkways, curbs, header boards, etc., and within planted area whenever possible.
C. Install one (1) valve per box.
D. For gate valves, install at locations indicated on the Plans.
E. For valve boxes installed below grade, provide 3M ball markers.
F. Valve box lids shall be permanently marked identifying GV for gate valve and SB for splice boxes with heat branding using stencils in a uniform location on all boxes throughout.

3.13 Automatic Controller

A. Provide all necessary wiring for a complete installation between the controller and the valves.
B. Provide two (2) reduced as-built irrigation diagrams, laminated and color-coded indicating controller letter, valve/station numbers, valve size, operating pressure, gallons per minute and type of planting for each valve. See Section 01 10 00: Summary of Work 1.15B.

3.14 Control Wires

A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.

B. Wire valve to controller as shown on the plans.
C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.
D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.
E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.
F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

3.15 Tracer Wire

A. Install tracer wire on top of the mainline.
B. Provide a twelve-inch (12") loop in and out of each valve box. Solder all splices.
C. Where potable water lines are placed in a separate trench, install a tracer wire on top of the potable water line.
D. Tracer wire shall be tested during review and pressure test of the mainline.

3.16 Sleeves

A. Install sleeves under all pavement and as shown on the Plans.
B. Install sleeves at the depths indicated in Section 3.03B above.
C. Extend sleeves a minimum of twelve (12) inches beyond the edge of pavement.
D. At every sleeve location installed in roadways, provide a spare PVC sleeve capped at each end and marked with a 3M ball marker.

3.17 Thrust Blocks

A. Install polyethylene sheeting between mainline and concrete.
B. Thrust blocks shall be formed against a solid trench wall. The thrust block cavity shall be in undisturbed soil or previously placed compacted backfill that yields an acceptable allowable bearing pressure.
C. Concrete thrust blocks shall not be poured on valve wires.

3.18 Coverage Test

A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.
B. The coverage test shall be performed on the entire irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter.

Temporary connections are not allowed. On recycled water systems, the coverage test shall take place only after successful completion of the cross-connection test, with the recycled water meter in place.

C. On Park projects containing turf, a comprehensive survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf shall be performed by a third-party, certified irrigation auditor prior to planting of turf. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present. The irrigation auditor shall prepare and submit a report listing each zone's Distribution Uniformity, including actual mapping data of individual catch cans recorded on irrigation plan sheets , and noting any potential deficiencies in the system leading to any inadequate findings. Reported deficiencies in Distribution Uniformity will be evaluated by the Project Manager and may require corrective measures prior to approval of turf planting. Deficiencies caused by improper installation shall be corrected at no additional cost to City.

3.19 Irrigation Audit

A. A landscape irrigation audit shall be performed after all landscape and irrigation is installed. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.

B. All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

C. The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:
   1. A completed Irrigation Audit Report-(City of Roseville provided forms only)
   2. Complete system evaluation, including site conditions, system and flow data.
   3. Scheduling parameters used to set the irrigation controller.
   4. An Irrigation schedule for the landscape provided to the owner.

D. A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.

E. Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

3.20 Clean Up

A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete, asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

PART 4 - GUARANTEE

4.01 General

A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
B. All paved areas shall be swept clean and planted areas shall be weed-free.
C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

4.02 Pre-Final (Punch List) Review

A. See Section 01 10 00 1.16 - Summary of Work for notification process.

4.03 Establishment

A. Full automated utilization of the irrigation system shall be included as part of the maintenance of the project. See Section 329000: Planting for additional information.
B. Program and utilize the establishment schedule as submitted with the turn-in items.
C. Contractor to run the system in “quantity” mode or “time plus flow” for a minimum of one (1) week.
D. Check the irrigation system weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth. At no time shall pools of water be present within any part of the project. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Improper irrigation management resulting in flooding or dry conditions to the detriment of plant material may constitute an extension of the establishment period, at no additional cost to the City.

4.04 Final Review

A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.
B. Provide necessary training to City staff in the proper operations and maintenance of the booster pump.

C. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

END OF SECTION

SECTION 32 90 00
PLANTING

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of landscape items, including all trees, shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

1.03 Related Work

A. Section 31 20 00: Earthwork

B. Section 32 84 00: Irrigation System

1.04 Quality Assurance

A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.

B. Plant material shall conform to current “American Standards for Nursery Stock” and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.

C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.

D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

1.05 Submittals

A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:
   1. Bark mulch material,
   2. Certificates of compliance for, soil amendments, fertilizers and hydroseed mix,
   3. Trees
      a) Submit for approval, plant sources including the names of nurseries proposed as sources of acceptable trees, and a list of the trees they will provide. The plant list shall include the botanical and common name and the size at the time of selection, including basal caliper and height.
      b) Submit all requests for substitutions of plant species or size for approval. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.06 Soil Testing

A. Native soil and in-place topsoil shall be tested for amendment determination. Soil Tests shall include soil texture, macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and Organic content.

B. Submit soils report for review and approval after completion of grading operations. Soil Testing shall be performed by an agriculture-based lab, with detailed, written recommendations for soil amendments and fertilizers specific to ornamental landscape plants and turf.

1.07 Product Delivery, Handling and Storage

A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.

B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.
C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

1.08 Inspection of Plant Material

A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

If the sample....	**then the plant shall be...**
is healthy, shapely and well rooted	accepted.
bears a strong central leader	accepted.
is wilted, wind-blown or sunburned	rejected.
is root-bound, restricted or deformed	rejected.
does not bear a strong central leader or has been severely pruned back	rejected.

B. Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card and Root Management Cue Card. Inspector may require contractor to remove tree or plant stock from plant containers to examine roots.
C. 15 gal tree needs to have at least 1” in basal caliper, a 24” box tree needs to have at least 2” in basal caliper, a 36” box tree needs to have at least 3” in basal caliper. Basal caliper is measured as 6” above the ground.
D. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

1.09 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Plants

A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is furnished for convenience only. Verify all quantities prior to ordering plant material.

2.02 Mulch

A. Regular “Walk-on” fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645-1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.
B. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

2.03 Pre- and Post- Emergent Herbicide

A. Clean, and non-staining. Consult with a pesticide specialist.

2.04 Tree Stakes and Ties

A. Trees furnished in #15 nursery containers require 2” diameter stakes. Trees less than 8' in height require an 8' stake; trees 8' or greater in height require a 10' stake. Stakes shall be pine or douglas fir (pressure or non-pressure treated).
B. Trees furnished in 24” boxes or larger require 3” diameter by 10’ long stakes. Stakes shall be, pine or douglas fir (pressure or non-pressure treated).
C. Tree ties should be cut in length out of flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
D. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

2.05 Native Broadcast Seed

A. Where required, broadcast seed shall be applied as follows:
   1. Upland areas

Elymus glaucus (Blue Wildrye)	10.0 lbs/acre
Nassella pulchra (Purple Needlegrass)	9.0 lbs/acre
Nassella cernua (Nodding Needlegrass)	6.0 lbs/acre
Melica caljfornica (Californiameljc)	3.0 lbs/acre
Vulpia microstachys (Small Fescue)	3.0 lbs/acre
Poa secunda (Native Pine Bluegrass)	3.0 lbs/acre
Bromus carinaws (California Brome)	2.0 lbs/acre

   2. Channel / Wetland Edges (bottom to 3’ above high water level)

Elymus trachycaulus (Slender Wheetgrass)	12.0 lbs/acre
Hordeum brachyantherum (Meadow Barley)	10.0 lbs/acre
Leymus triticoides 'Yolo' (Creeping Wildrye)	8.0 lbs/acre
Agrostis exarata (Bentgrass)	3.0 lbs/acre
Elymus glaucus (Blue Wildrye)	5.0 lbs/acre

3. Wildflowers (addition to seed mix(es) above, if specified)

Clarkia amoena (Farewell to Spring)	0.5 lbs/acre
Eschscholzia caljfornica (California Poppy)	2.0 lbs/acre
Lupinus nanus {Sky Lupine)	3.5 lbs/acre
Nemophila menziesii (Baby Blue Eyes)	1.5 lbs/acre
Lasthenia californica (Common Goldfields)	1.5 lbs/acre

B. Areas with sandy, dry soil shall receive: Zorro Annual Fescue 6 lbs/acre, Rose Clover 9 lbs/acre
C. A fertilizer consisting of 15-15-15 shall be applied at a rate of one half pound per 1,000 square feet. Fertilizer shall be Natural-based, slow release, and balanced in N, P, & K.
D. Seed for creek banks shall conform to the latest requirements of the California Department of Fish and Game.

PART 3 - EXECUTION

3.01 Site Preparations

A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.
B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.
C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

3.02 Coordination of Work

A. Coordinate all work with other trades.

3.03 Storage of Plants and Trees

A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period, including weekends and Holidays.

B. Soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
C. All plant materials must be available for observation prior to planting. Any plants determined to damaged or distressed due to improper watering may be rejected by inspector and shall be replaced at no cost to City.

3.04 Plant Installation

A. Tree Planting
   1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.
   2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.
   3. Relocate any plantings taller than 6” in height that fall in front of any irrigation head in order to ensure proper coverage of the irrigation system.
   4. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.
   5. Prior to tree planting a central leader needs to be established by structural pruning, as necessary. Codominant leaders need to be removed or suppressed by structural pruning. Refer to the CALFIRE "Tree Training", "Tree Planting", and "Tree Quality" cue cards and "Tree and Plant Root Management Standard and Quality Expectations" contained in Section 5 of these Standards.
   6. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24” and 36”box tree at least 2 inches of the root ball periphery needs to be removed by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. Refer to the CALFIRE "Root Management" cue card contained in Section 5 of these Standards. This process will remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments

as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.

7. Plant tree at least three inches (2”) above grade on mount to prevent bowl effect. The tree’s beginning root flare must be located at top of grade with installed sod.
8. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated. For trees, water in by hand after planting using at least ten (10) gallons of water, minimum.
9. Construct berm and place tree stakes and install mulch per the Parks Construction Standards. Mulch is required for trees within the turf area.
10. Where mowing will occur, provide an eight-foot (8’) minimum horizontal clearance between trees and other site improvements, including shrubs.
11. Tree ties should be installed via a figure eight loop and each tie shall be secured with a nail on the tree stake. Install two (2) Arbor Ties at 2/3 of tree height and two (2) Arbor Ties at ½ of tree height.
12. Tree stakes should be inserted into the ground to a minimum depth of 18".

3.05 Seeding- Turf and Native

(Hydroseeding for turf or natural areas)

A. Lightly scarify areas to be hydroseeded.
B. Tank, hose and associated apparatus must be thoroughly clean and free of debris or other material prior to placement/spraying of seed.
C. Hydroseed turf mix shall contain the following:

Material	**Application Rate**
Turf Seed	Per Manufacturer’s Recommendations
Wood Cellulose Fiber Mulch	60 lbs. per 1,000 SF
Binder	Per Manufacturer’s Recommendation
Fungicide turf only	1/3 lb. per 1,000 SF
Fertilizer	Per soils lab recommendation and as approved by Parks, Recreation & Libraries Department
Soil Conditioner	Per Soil Conditioner soils lab recommendation and as approved by Parks, Recreation & Libraries Department

D. Blend mix in a hydraulic mixer until all material is consistently blended.
E. Apply mix at a rate of 125 pounds per 1,000 square feet unless otherwise recommended by the manufacturer.
F. Spray mixture consistently over the area to be hydroseeded. Protect adjacent areas such as paving, walls, play areas and other from overspray.
G. At the end of each day of spraying operations, clean up all areas where overspray has occurred.
H. Once seed is placed, it should not be allowed to dry out.

3.06 Mulch

A. Prior to placing mulch, apply post-emergent herbicide to any weeds present, per label directions.
B. Prior to placing mulch, apply pre-emergent herbicide in all planting areas, per label directions.
C. Apply three inches (3”) of mulch in all landscape planter areas.
D. Keep mulch a minimum of three inches (3”) away from the trunks of all woody shrubs and four inches (4”) away from all trees. Taper mulch profile away from this point to prevent subsequent collection of mulch against trunks.

3.07 Watering

A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.
B. Continually adjust the irrigation for plant needs regardless of air temperature.

3.08 Clean-up

A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.
B. Sweep clean and wash all hardscape areas.
C. Clean up shall occur, at minimum of once a week, at the end of the work week.
D. Maintain the entire site in a clean condition to the satisfaction of the City.

3.09 Pre-Final (Punch List) Review

A. See Section 011000 1.16 of the Summary of Work for notification process.
B. The following conditions must be met in order for planting to be considered towards substantial completion, as required to enter into the establishment period described in Section 011000, 1.16:
    1. For seeded turf:
        a. Upon completion of the second mowing of completely germinated turf. Second mowing is defined as full coverage of turfed area 90% weed free.
        b. Root depth – Turf grass roots shall be healthy, creamy-white in color and be 4” or greater in length/depth as measured from the soil surface to root tip. This shall be consistent throughout turfed area.
        c. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
    2. For sodded turf:
        a. Accepted installation of the sod.
        b. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
    3. For trees and shrubs:

a. Trees and shrubs shall be properly installed, and with no visible signs of stress due to soil fertility, moisture, disease or pests.

3.10 Establishment Period

A. Active maintenance is required throughout the entire establishment period:
   1. Maintain turf to a height of two and one half inches (2-1/2”) for cool season turf varieties and one and one half inches (1-1/2”) for warm season turf varieties. Maintained height shall be measured from the surface of finish grade to the top of the leaf blade throughout the establishment period, and mowed as frequently as required to maintain said height. At no time shall the leaf blade be mowed or cut more than 1/3 of the length of the blade. Root mass/depth must remain consistent as measured at the start of establishment or greater.
   2. Edge all turf areas along hardscape edges.
   3. Re-seed all bare areas within the turf as soon as evident.
   4. Immediately replace all dead plants.
   5. As necessary, raise all trees and shrubs which have sunk within the plant pit beyond the levels indicated in the Standard details.
   6. Keep all areas free of weeds, pests and disease.
   7. For trees located in turf areas, maintain a circle free of turf at a distance described in the Standard details

B. Prior to the start of the final thirty (30) days of establishment:
   1. All plant replacements shall be completed.
   2. All plantings and turf shall be thriving and in a healthy condition.
   3. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

3.11 Final Review

A. The Inspector shall review the site for completion of items noted, but not limited to, “B” below. All corrective action is required to enter into the final thirty (30) days of establishment.

B. The site shall be prepared for review, by ensuring that:
   1. All spray heads have been properly adjusted,
   2. Dead plants have been replaced,
   3. Planting areas have been weeded,
   4. Turf areas have full germination, are consistent in green color and are weed-free,
   5. Walkways and paved areas have been swept and washed, and
   6. Turf roots meet standards outlined in 3.10

C. Failure to complete any one or all of the above items may constitute non-performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City.

PART 4 - GUARANTEE

4.01 General

A. Contractor shall provide a written guarantee covering all plant materials (trees) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

B. All plants, except those provided by the City, shall be warrantied for a period of one (1) year, commencing on the date of final acceptance. The warranty shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

END OF SECTION

SECTION 33 00 00
UTILITIES

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition, for storm drainage throughout the project and for sanitary sewer installations within the public rights-of-ways, easements, or as shown on the improvement plans shall be in addition to the standards provided herein.
D. The standards set forth in the latest edition of the California Building Code (CBC) for sanitary sewer installation within the project site, outside of the public right-of-way or easement shall be in addition to the standards provided herein.

1.02 Description

A. Furnish all labor, materials and equipment for the complete installation of the storm drain system and sanitary sewer pipe, and necessary appurtenances as shown on the Plans and as specified herein.
B. Submit a materials listing for review and approval prior to commencement of specified work.

1.03 Related Work

A. Section 31 10 00: Clearing and Grubbing
B. Section 31 20 00: Earthwork

1.04 Safety Requirements

A. Furnish, install and maintain required sheeting, shoring, bracing, and other methods to ensure complete and safe work environment for all workers. Upon completion of work, remove all bracing, shoring, etc. in its entirely, unless otherwise directed by the Inspector.
B. Prior to excavation or trenching, the Contractor shall contact USA Alert (800)
C. 227-2600 to locate all known utilities a minimum of 48 hours prior to start of work. During the course of construction, the Contractor shall take every precaution to maintain and protect utilities noted to remain. Said utilities shall remain operational at all times, unless otherwise noted on the plans.

D. The existing utilities are shown on the Plans based on the information available at the time of contract document development. The City shall not assume responsibility for any inaccuracies or incompleteness of the Plans based on such information. The Contractor shall immediately notify, upon damage of any pipeline or facility, the Owner and/or its agents and take every action necessary to repair or replace damaged facilities to the satisfaction of the Inspector, and at no additional cost to the City.
E. Trenches, excavations and repair of pavement shall be consistent with Section 31 20 00: Earthwork.

1.05 Coordination

A. The piping system as shown on the Plans is diagrammatic. The Contractor shall make reasonable adjustments to the layout to avoid conflicts, based on actual field conditions. Said changes shall not interfere with the design intent of the system.

1.06 Tolerance

A. The allowable tolerance for the installation of pipe is 0.05 feet within grades or spot elevations indicated on the Plans.

1.07 Product Storage

A. Take every precaution to protect the materials and pipes from damage during the delivery, storage and installation of the pipe system. Store in a cool, contained area, protected from direct sunlight and per manufacturer's recommendations. Pipe shall be supported on firm level ground at the site.

1.08 Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the storm drain and sanitary sewer system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 General

A. All products shall conform to City of Roseville Design and Construction Standards, latest edition, except as noted below.

2.02 Drain Pipe

A. Solid drainpipe shall be PVC SDR 35 and shall conform to ASTM D1784, or accepted equal. Gasketed connections shall conform to ASTM F477.

B. Perforated drainpipe shall be smooth walled PVC, open per Caltrans Section 68-1.02K, or accepted equal.

2.03 Drain Rock

A. Drain rock shall be Class 2 washed, ¾" diameter.

2.04 Filter Fabric

A. Filter fabric shall be MiraDRAIN 5000, or accepted equal.

2.05 Drains

A. Drain Inlets shall be pre-cast and a minimum size of nine inches (9") square or round by Zurn, or accepted equal.
   1. Grate shall be heavy duty, walk-on, and bolt down.
   2. A "No Dumping" Metal Storm Drain Marker shall be affixed to the concrete color of each drain inlet (See Detail DR-20)

B. Sanitary sewer clean outs shall be as specified in the City of Roseville, Design and Construction Standards, latest edition.

2.06 Tracer Wire

A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

2.07 Sanitary Sewer Pipe

A. PVC SDR 35 may be used for drinking fountain drain applications only, with prior approval, and shall conform to ASTM D3034.

2.08 Potable Water Warning Tape

A. On sites with both Recycled water and potable water lines. Blue plastic tape, 3 inches wide, with the words "CAUTION: POTABLE WATERLINE" imprinted in minimum 1-inch high, black letters. Imprinting shall be continuous and permanent.

PART 3 - EXECUTION

3.01 General

A. All pipes shall slope uniformly from given elevations shown on the Plans.

B. All pipes shall be accurately laid true to line and grade, utilizing accepted construction methods.

C. Damaged or cracked pipe and fittings shall not be installed and shall be removed from site.

D. Install all pipe in locations shown on the Plans, except where existing conditions necessitate minor changes.

E. All pipe and fittings shall be kept clean and closed throughout the course of construction.

3.02 Installation

A. Installation of the specified pipe lines shall conform to the City of Roseville Design and Construction Standards, latest edition.
B. Notify the Inspector a minimum of 48 hours prior to covering of work to ensure timely inspections.
C. Cutting of AC or concrete paving shall be clean, vertical and straight, using a saw, or other tool specific to this application. Replace paving to existing or better condition prior to work.
D. Trench and backfill shall be per City of Roseville Design and Construction Standards, latest edition.
E. Catch basins and drain inlets shall be installed with a concrete collar with “No Dumping” message and fish symbol depressed into the concrete or bolted in place, consistent with Drawing DR-20 the City of Roseville Design and Construction Standards, latest edition.
F. Sanitary Sewer Clean-outs shall be installed with 3M ball markers and shall be located within planted or turf areas, whenever possible. Place clean-outs at 100’ intervals throughout the project. Clean-outs shall not be located within play areas. Install per City of Roseville Design and Construction Standards, latest edition.
G. Upon completion, thoroughly flush storm drain system in the presence of the Parks Inspector.

3.03 Tracer Wire

A. Install tracer wire on top of the potable water lines
B. Tracer wire shall be continuous with no splices.

3.04 Potable Water Warning Tape

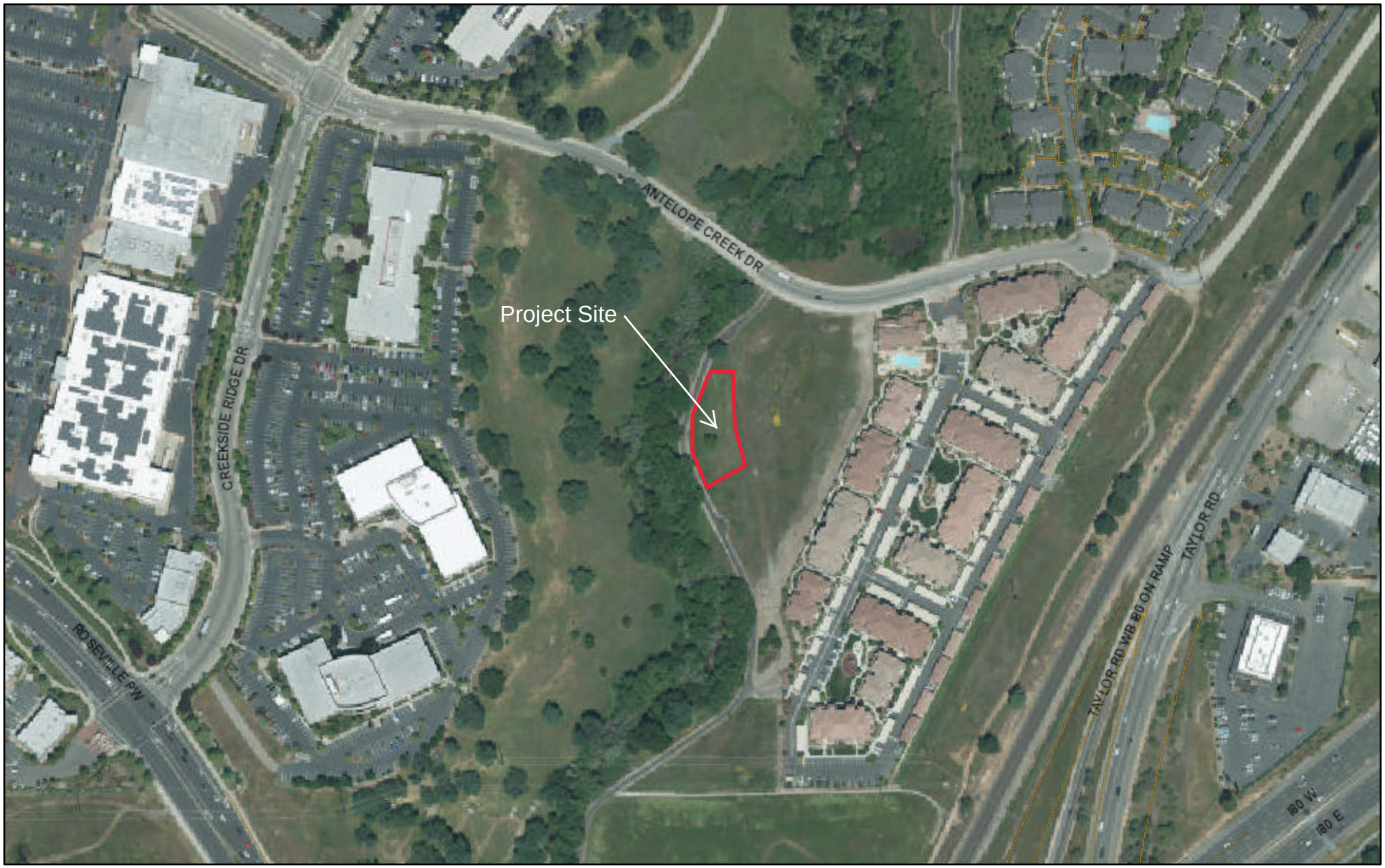
A. To be used on all potable water piping installed within the same project limits as on-site recycled water piping.
B. Install plastic warning tape in pipe backfill, six inches above pipe, for the entire length of the pipe.

3.05 Cleaning

A. Keep site clean at all times. Remove from the site all debris and rubbish and legally dispose.

END OF SECTION

NC-57 Dog Park Improvements Project



5/11/2022, 1:28:23 PM

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0 0.03 0.06 0.12 mi

0 0.05 0.1 0.19 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Copyright: City of Roseville

Disclaimer: This map was prepared for general inquires only. The City is not liable for errors or omissions. Off icial informat ion should be obt ained f rom recorded or adopted City documents

COUNCIL COMMUNICATION

CC #: 2107
File #: 0203-01

Title:	Vehicle Purchase – Sole Source Purchase Order
Contact:	Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a sole source purchase order to Lenco Industries, Inc. for one Lenco BearCat G2 tactical response vehicle as a new fleet addition approved in the FY2021-22 Fleet Replacement budget. Staff also requests City Council authorize the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price or the remaining portion of the approved budget.

BACKGROUND

The Police Department is purchasing one Lenco BearCat G2 tactical response vehicle as a new fleet addition. A sole source is needed to purchase the Lenco BearCat G2 since Lenco is the exclusive factory-authorized manufacturer and distributor of Lenco BearCat bodies, parts, and services. Lenco BearCat Armored Tactical Vehicles are the most widely trusted Armored SWAT vehicles in North America. Lenco vehicles are in use by over 700 U.S. federal, state, and local agency tactical teams to respond to active shooter scenarios, barricaded suspects, response and rescue, and high-risk warrants. The base chassis across the BearCat provides a commonality of parts and a low cost of ownership. The single platform also ensures teams operating regionally train on armor capabilities and critical vehicle features. The BearCat is the standard in the industry for Law Enforcement Armored Response and Rescue vehicles, including our Police and Government. The BearCat is outfitted with 4-wheel drive, skid plates, and a winch system to allow off-road rescue operations in open spaces, floods, and other regional emergencies.

Placer County Sheriff purchased the current Lenco BearCat in 2005 as a combined purchase with Roseville PD, Lincoln PD, Rocklin PD, and the Placer County OES. The 2005 Lenco BearCat needs to be replaced as the vehicle is extremely hard to start in cold weather, has very poor air conditioning in the rear compartment, and shows a lot of wear from being in service in the region for the last 17 years. The new BearCat is a 4 door model that allows for more seating, better-armored protection, and an improved drivetrain. In addition, we will store the BearCat at Roseville Police Department so it can be quickly deployed in the field for emergencies. The old BearCat is a regional asset that takes longer to deploy in the field.

During the production of a tactical vehicle, it is common to encounter unanticipated or changed

conditions which necessitate additions or other modifications to the project and the contract. Due to the complexity of the build, the Fleet Manager requests authorization for the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price or the remaining portion of the approved budget.

FISCAL IMPACT

The vehicle cost for one Lenco BearCat G2 tactical response vehicle, including options is $344,348. Lenco does not collect California sales tax so the City will pay $25,563 directly to the California Department of Tax and Fee Administration (CDTFA), for a total purchase price of $369,911. Funding is included in the FY2021-22 Fleet 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. The purchase of a vehicle meets the above criteria and is not subject to CEQA. No additional environmental review is required.

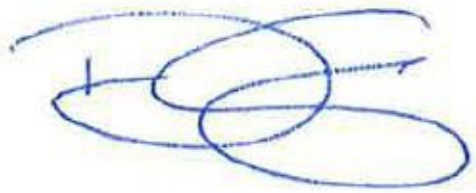
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description
Resolution 22-187

RESOLUTION NO. 22-187

APPROVING A SOLE SOURCE PURCHASE ORDER FOR A LENCO BEARCAT G2 TACTICAL RESPONSE VEHICLE

WHEREAS, a sole source purchase order with Lenco Industries, Inc., for a Lenco Bearcat G2 Tactical Response Vehicle, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed two percent (2%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2106
File #: 0800-02

Title:	Warehouse Construction – Contract Purchase Agreement
Contact:	Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Carter-Kelly Inc. to provide construction, engineering, and project management services for the construction of an 1,800 square foot parts warehouse for the Wastewater Collections Division located at 1800 Booth Road.

Staff additionally requests authorization for the City Manager or his designee to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

BACKGROUND

The Environmental Utilities Department released the Warehouse Collections Construction Project Request for Proposal (RFP) 08-094 to solicit proposals intended for the construction of a parts warehouse on behalf of the Wastewater Collections Division (1800 Booth Road). Wastewater Collections is in need of a parts warehouse to store construction material, tools, and spare parts related to the collection of wastewater. Currently, construction materials and equipment are stored between bays and along the interior walls of the Wastewater Collections garage. This inadequate storage does not allow room for proper inventory, or the ability to keep products out of direct sunlight, which causes couple seals to degrade and lined pipe to delaminate. Qualified proposals were evaluated on qualifications/experience, understanding of the project, and the overall proposal. Carter-Kelly Inc. was ranked first in all categories.

FISCAL IMPACT

The estimated cost of service is $301,460 with a 10% contingency ($30,146) for increasing costs of construction materials. Funding will be provided from the Environmental Utilities Department's approved Wastewater Collections Warehouse Project (500220) 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 this contract meets the above criteria and is not subject to CEQA. No additional environmental review is required.

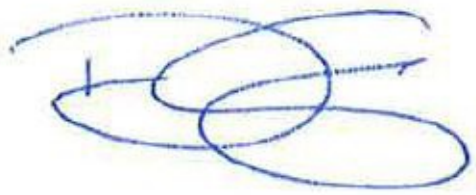
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-190

Contract Purchase Agreement

RESOLUTION NO. 22-190

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, contract purchase agreement (3002216), to provide construction, engineering, and project management services for the construction of a parts warehouse, by and between the City of Carter-Kelly Incorporated, has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002216

Supplier Details:

Company	Carter Kelly Incorporated
Contact	Greg Witherow
Address	Po Box 1477
	Placerville, CA 95667

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.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002216

Agreement	**3002216**
Agreement Date	**27-APR-2022**
Revision	**0**
Agreement Amount	**301,460.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Carter Kelly Incorporated** Po Box 1477 Placerville, CA 95667
Phone:	(916) 774-5488	**Phone:**	(916) 825-4492
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	gregw@carterkelly.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-094 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP 08-094 WAREHOUSE CONSTRUCTION DATED MARCH 2022 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-094 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
END DATE: UPON FINAL PAYMENT

PLEASE CONTACT BLAINE WIEGEL AT 916-746-1833 OR BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10991	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Sue Jessup Phone **1-916-746-1702**

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

Contract Terms and Conditions

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

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

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

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

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseville Business License No. 00804446

Contractor License No. 407415

DIR Registration No. 1000002967

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 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: 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	J. Carter
COMPANY NAME	CARTER-KELLY, INC.
DATE	4-27-2022

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	JAMES E. CARTER
Title:	PRESIDENT

Supplier	
Signature:	
Print Name:	MAUREEN CARTER
Title:	CORP. SECRETARY

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

COUNCIL COMMUNICATION

CC #: 2093
File #: 0900-04

Title:	Cirby Creek Bank Stabilization Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Joe Arino 916-774-5460 jarino@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the plans and specifications for the Cirby Creek Bank Stabilization Project and authorize staff to call for bids.

BACKGROUND

In the Spring of 2019, City staff was notified of an eroding creek bank adjacent to 608 and 610 Juanita Way assumed to be caused by the failure of a City storm drain pipe and outfall. An inspection confirmed the failure and cause. A temporary repair was completed by the City's Street Maintenance staff to mitigate further erosion and allow time for staff to design and construct a permanent repair.

Once complete, the project will repair the erosion of the adjacent properties, reconstruct the storm drain pipe and creek outfall, and stabilize the eroding creek bank within the City's open space.

Construction of the Cirby Creek Bank Stabilization Project is anticipated to begin in the summer of 2022 and be completed in the fall of 2022.

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

Public Outreach

Public Works will be working with the Public Affairs & Communications Department to share timely project information with affected properties. This may include, but is not limited to, mailers and/or door hangers. Notifications will explain the purpose of the work, timeline, what to expect, and contact information should there be questions or concerns.

FISCAL IMPACT

The Engineer's Estimate for this project is approximately $170,000. The total construction budget of $200,000 is anticipated to be appropriated on July 1, 2022 with the approval of the Fiscal Year 2022-23 Budget at the June 15, 2022 Council meeting. In the unlikely event the funding is not approved with the FY2022-23 budget, staff will return to Council with a budget adjustment to fund the project with the future award of the construction contract. The project will be funded with Highway User Tax (HUT) Funds. No General Fund resources will be used.

ENVIRONMENTAL REVIEW

Council approval of bid documents is an action that is subject to CEQA. Project level CEQA compliance for the Cirby Creek Bank Stabilization Project was accomplished with preparation of the Routine Maintenance Agreement Initial Study/Mitigated Negative Declaration (RMA IS/MND), adopted by City Council on December 7, 2016 (SCH No. 2016092050). Because the Cirby Creek Bank Stabilization Project is consistent with the project evaluated in the RMA IS/MND, no new effects would be expected to occur and all applicable mitigation measures from the RMA IS/MND will be implemented. As such, no additional CEQA action is required at this time.

Because the project is located within riparian and streambed habitat, the City obtained permits as required from federal and state regulatory resource protection agencies. Although impacts to biological resources will be minimized to the extent feasible, to compensate for temporary impacts to 0.01 acre of streambed habitat, the Central Valley Regional Water Quality Control Board 401 Water Quality Certification requires the purchase of 0.01 acre of streambed habitat credits. The calculated cost of the credits is $3,750 and an agreement for the purchase of mitigation credits will be brought to Council with the future award of the construction contract.

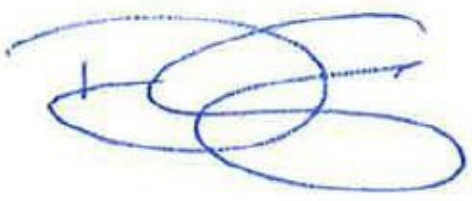
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joe Arino, Assistant Engineer

Jason Skykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

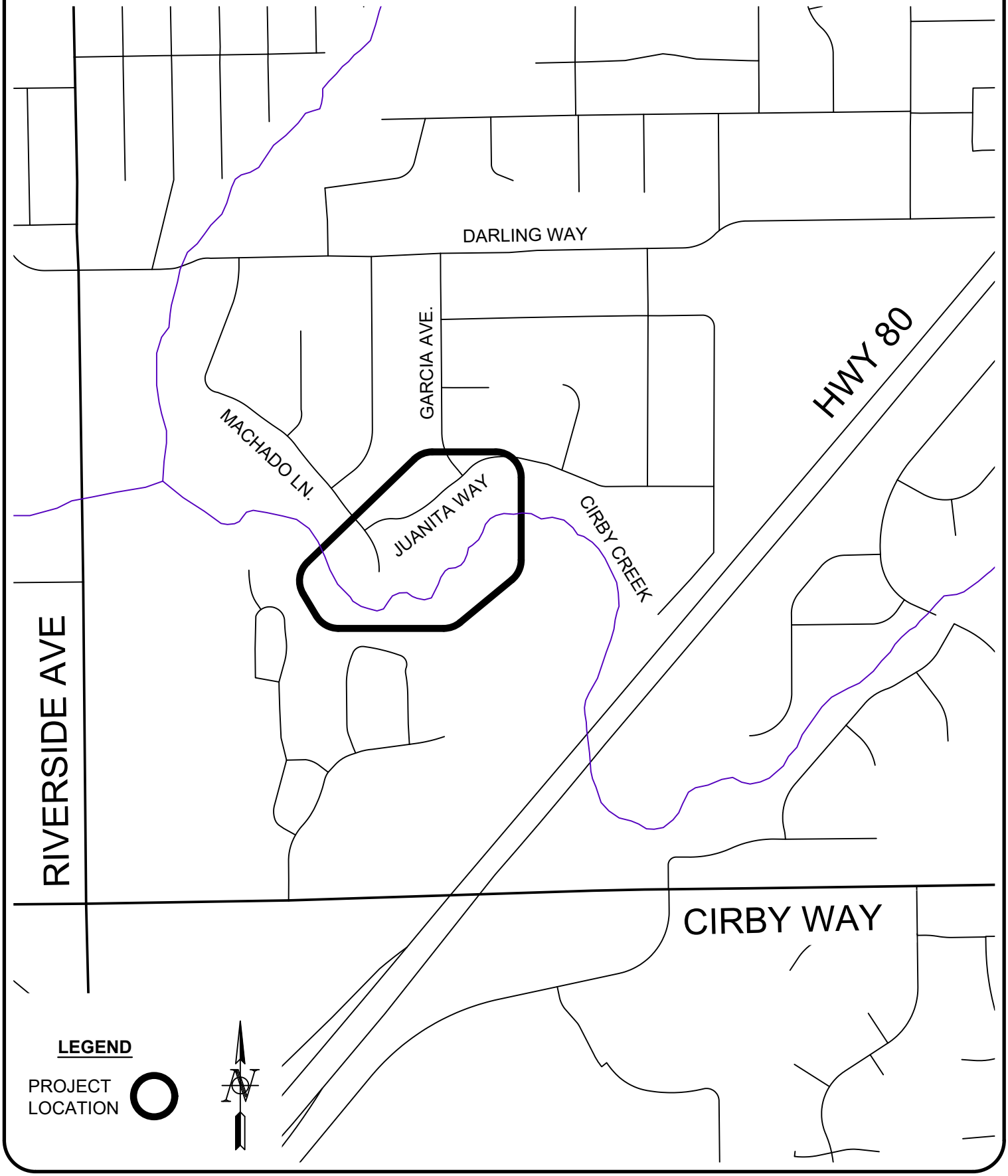
Signed Improvement Plans

Cirby Creek Bank Stabilization Project Manual

"EXHIBIT A"

CIRBY CREEK BANK STABILIZATION PROJECT

VICINITY MAP



CIRBY CREEK BANK STABILIZATION AND JUANITA WAY OUTFALL REPAIR PROJECT
ALONG CIRBY CREEK
CITY OF ROSEVILLE #500162

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS

APPROVAL RECOMMENDED BY:

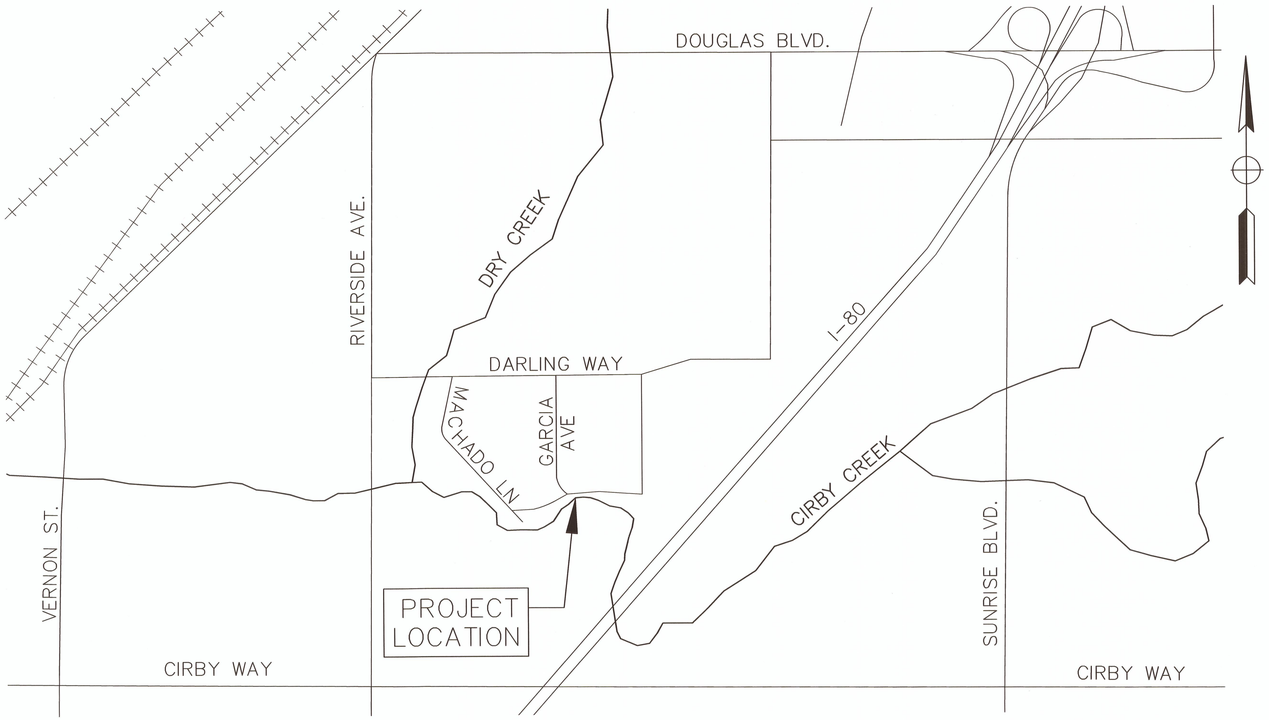
Stefanie Kemen — 5/3/2022
STEFANIE KEMEN, P.E.
PRINCIPAL ENGINEER/DIVISION MANAGER
RCE 72653
DATE

APPROVED BY:

5/3/2022
JASON SHYKOWSKI, P.E.
PUBLIC WORKS DIRECTOR – RCE 058234
DATE

SUBMITTED BY:

4/12/2022
BRIAN G. WRIGHT, P.E.
RESPONSIBLE ENGINEER IN CHARGE – RCE C59331
PSOMAS
DATE



LOCATION MAP
NOT TO SCALE

SHEET INDEX

No.	DESCRIPTION
1	TITLE SHEET
2	LAYOUT PLAN
3	GABION WALL PLAN AND PROFILE
4	TEMPORARY CREEK DIVERSION PLAN
5	TEMPORARY ACCESS PLAN

ABBREVIATIONS:

(E)	EXISTING
(P)	PROPOSED
AB	AGGREGATE BASE
Conc	CONCRETE
Exist	EXISTING
FES	FLARED END SECTION
FL	FLOW LINE
Horiz	HORIZONTAL
Lt	LEFT
Min	MINIMUM
PCF	POUNDS PER CUBIC FOOT
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
RSP	ROCK SLOPE PROTECTION
Rt	RIGHT
SD	STORM DRAIN
Temp	TEMPORARY
Typ	TYPICAL
Vert	VERTICAL
WSE	WATER SURFACE ELEVATION
Yr	YEAR

UTILITY REPRESENTATIVES

CONTACT	UTILITY	AGENCY	PHONE
SEAN BIGLEY	ENVIRONMENTAL UTILITIES, WATER	CITY OF ROSEVILLE	(916) 774–5750
DAN PRUDEN	ENVIRONMENTAL UTILITIES, WASTE WATER	CITY OF ROSEVILLE	(916) 746–1891
JERRY DANKBAR	DRAINAGE	CITY OF ROSEVILLE	(916) 774–5790
STEVE ABELIA	CABLE	COMCAST	(916) 830–6757
LARRY MONTGOMERY	CABLE & TELEPHONE	CONSOLIDATED COMMUNICATIONS	(916) 786–1217
ANNALESA MORLOCK	NATURAL GAS	PACIFIC GAS AND ELECTRIC	(916) 760–5737
JASON RIZZI	FIRE & LIFE SAFETY	ROSEVILLE FIRE DEPARTMENT	(916) 774–5802
ALEX SLABOSNITSKIY	TELECOMMUNICATIONS	WAVE BROADBAND	(916) 672–6853

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARK 85, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHRIS BRAZIL DATE 03/2022
CHECKED BY: BRIAN WRIGHT DATE 03/2022
DRAWN BY: JAN SADORRA DATE 03/2022

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CIRBY CREEK BANK STABILIZATION AND JUANITA WAY OUTFALL REPAIR PROJECT
TITLE SHEET

SHEET 1 OF 5

Xrefs: _22x34 Border
Images: cropped COR black logo.tif

Plotted: 04/12/2022 16:15:03. | Drawing: P:\6ROS013303-Juanita\TRANSP\DESIGN\ROAD\SHEETS\C-Title Sheet.dwg | Layout: Title | By: bwright

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE CITY OF ROSEVILLE STANDARD SPECIFICATIONS (LATEST EDITION), THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE PROJECT SPECIAL PROVISIONS.

2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.

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

4. THE TYPES, LOCATION, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR SHALL POSITIVELY DETERMINE THE EXACT SIZE, MATERIAL, LOCATION, AND DEPTHS OF SUCH UNDERGROUND UTILITIES BY MEANS OF EXCAVATION. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES, HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF UNDERGROUND UTILITIES NOT SHOWN ON THESE DRAWINGS.

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

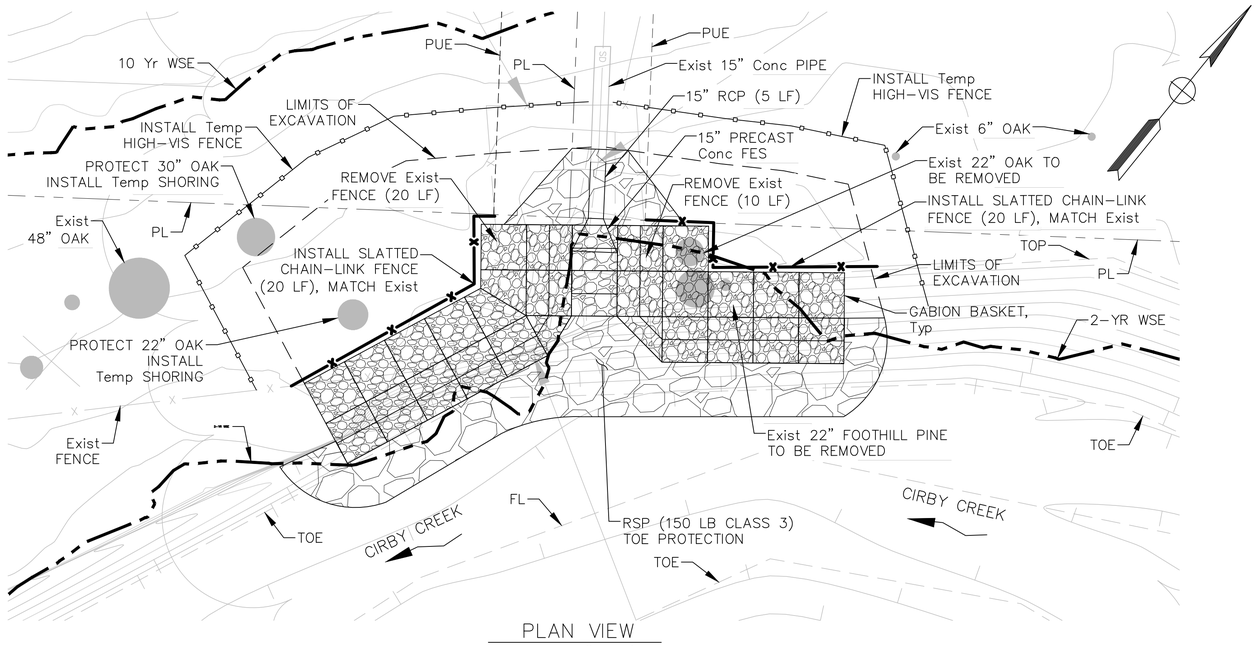
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS WITHIN THE CONSTRUCTION ZONE.

7. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.

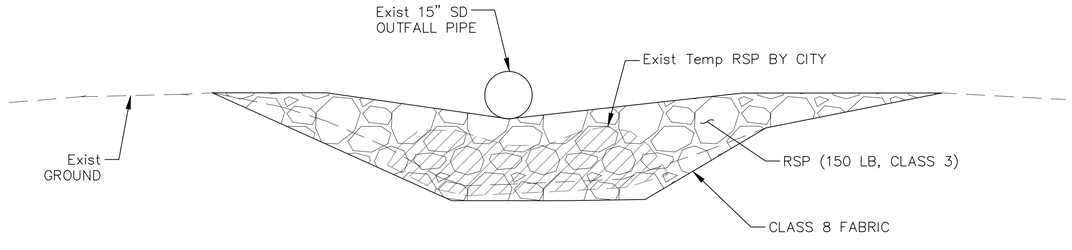
8. UTILITY LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, PULLBOXES, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.

9. THE CONTRACTOR SHALL PROTECT THE SURROUNDING PROPERTIES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE IN-KIND ALL DAMAGED PROPERTY RESULTING FROM CONSTRUCTION WITHIN OR NEARBY THE PROJECT LIMITS AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

10. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO THE CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

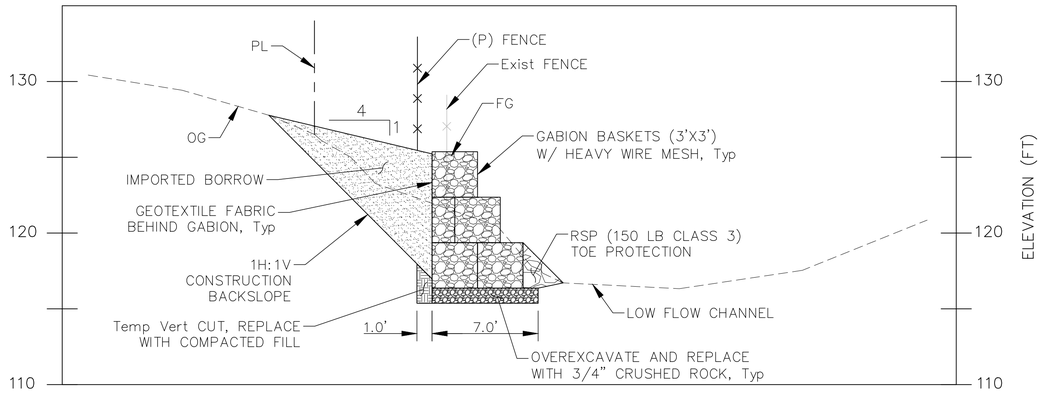


PLAN VIEW
SCALE: 1" = 5'



OUTFALL SECTION VIEW
NO SCALE

NOTE: FOR DRAINAGE DETAILS NOT SHOWN, SEE CALTRANS STANDARD PLANS D94 AND D97.



TYPICAL CROSS SECTION
SCALE: 1" = 5'

NOTE: FOR ADDITIONAL GABION WALL DETAILS, SEE "GABION WALL PLAN AND PROFILE" SHEET

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARK 85, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHRIS BRAZIL DATE 03/2022
CHECKED BY: BRIAN WRIGHT DATE 03/2022
DRAWN BY: JAN SADORRA DATE 03/2022

REGISTERED PROFESSIONAL ENGINEER
Brian G. Wright
No. C69331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CIRBY CREEK BANK STABILIZATION AND JUANITA WAY OUTFALL REPAIR PROJECT
LAYOUT PLAN

SHEET 2 OF 5

Xrefs: V-TPG-DryCreek_Topo-AllDCBT-X-UTIL|V-BNDY-610_Juanita|_22x34 Border
Images: cropped COR black logo.tif

Plotted: 04/12/2022 16:26:29. | Drawing: P:\6ROS013303-Juanita\TRANSP\DESIGN\ROAD\SHEETS\C-Layout Plan.dwg | Layout: Layout | By: bwright

STRUCTURAL NOTES:

1. FOUNDATION EXCAVATIONS SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF ANY REINFORCING STEEL OR CONCRETE.

2. SOIL PROPERTIES:
   - DENSITY = 120 PCF
   - FRICTION ANGLE = 34 DEGREES
   - COEFFICIENT OF FRICTION (SLIDING) = 0.661
   - MAXIMUM BASE APPLIED BEARING PRESSURE = 1200 PSF

3. SURCHARGE LOADING:
   - 100 PSF VERTICAL LOADING (BEHIND WALL)

4. GABIONS:
   - 12 Ga PVC COATED TWISTED MESH CUBICAL GABION BASKET
   - 100 PCF MINIMUM FILL DENSITY

5. GEOTEXTILE FABRIC TO BE PLACED BEHIND GABION BASKETS PRIOR TO PLACEMENT OF IMPORTED BORROW.

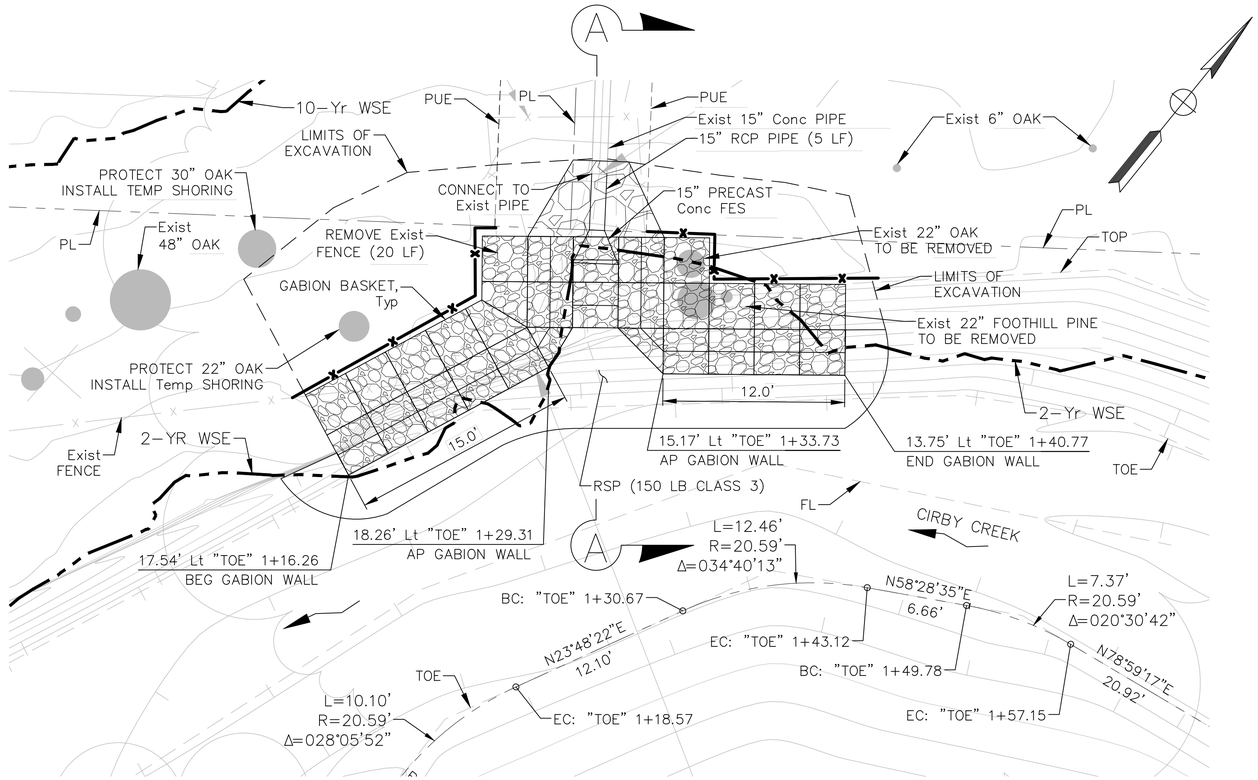
5. DEPTH OF FOOTINGS SHOWN ON THE DRAWINGS ARE MINIMUM, AND THE BOTTOM OF FOOTING SHALL BE LOWERED AS REQUIRED AT THE DIRECTION OF THE ENGINEER TO REMOVE ANY SOFT OR LOOSE MATERIALS.

6. DIMENSIONS SHALL NOT BE SCALED OFF THE DRAWINGS.

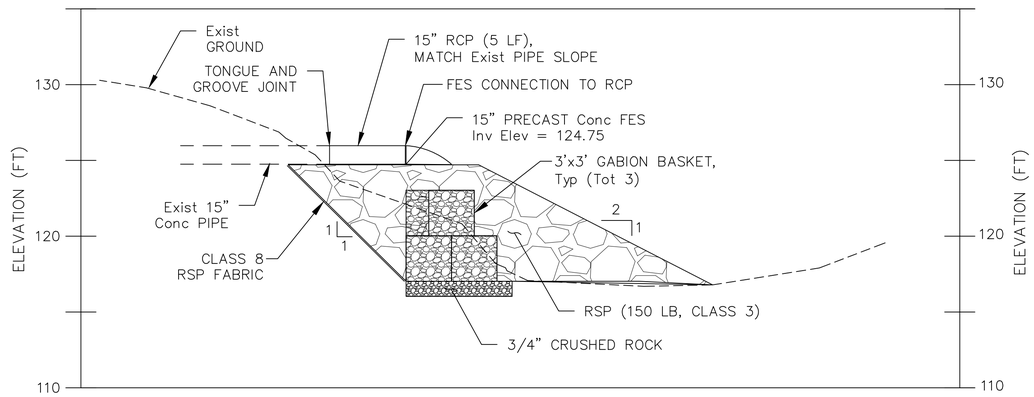
7. PRIOR TO SUBMITTING SHOP DRAWINGS AND PRODUCT DATA, THE CONTRACTOR SHALL VERIFY THAT THE SUBMITTALS MEET THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL SPECIFICALLY NOTE ANY EXCEPTIONS TO THESE REQUIREMENTS WITH THE SUBMITTAL.

8. THE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY PROTECT LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDED, BUT ARE NOT LIMITED TO, BRACING AND SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT AND MATERIALS. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

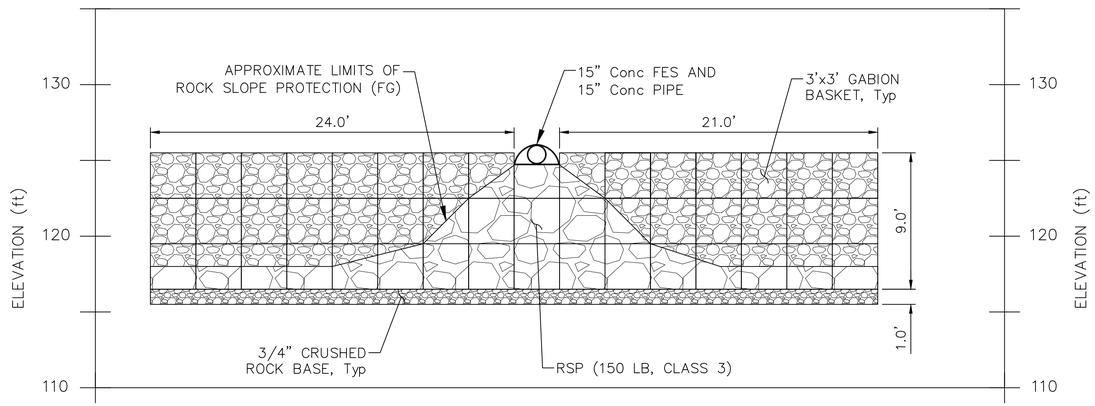
9. FOR DETAILS NOT SHOWN OR LISTED, CONTRACTOR TO REFER TO CALTRANS STANDARD SPECIFICATIONS, SECTION 72-16 (GABIONS).



PLAN VIEW
SCALE: 1" = 5'



SECTION A-A
SCALE: 1" = 5'



ELEVATION VIEW
SCALE: 1" = 5'

NOTE: GABION WALL ELEVATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE ENGINEER IN THE FIELD PRIOR TO PLACEMENT OF GABION BASKETS.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARK 85, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHRIS BRAZIL DATE 03/2022
CHECKED BY: BRIAN WRIGHT DATE 03/2022
DRAWN BY: JAN SADORRA DATE 03/2022

REGISTERED PROFESSIONAL ENGINEER
Brian C. Wright
No. C49331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CIRBY CREEK BANK STABILIZATION AND JUANITA WAY OUTFALL REPAIR PROJECT
GABION WALL PLAN AND PROFILE

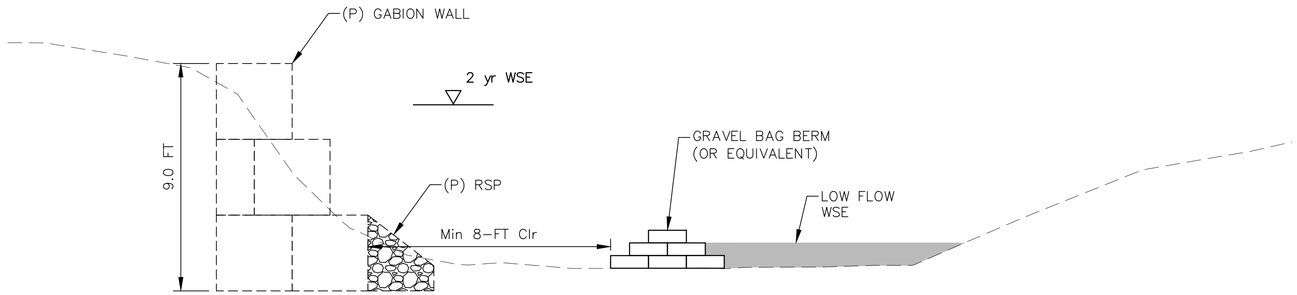
SHEET 3 OF 5

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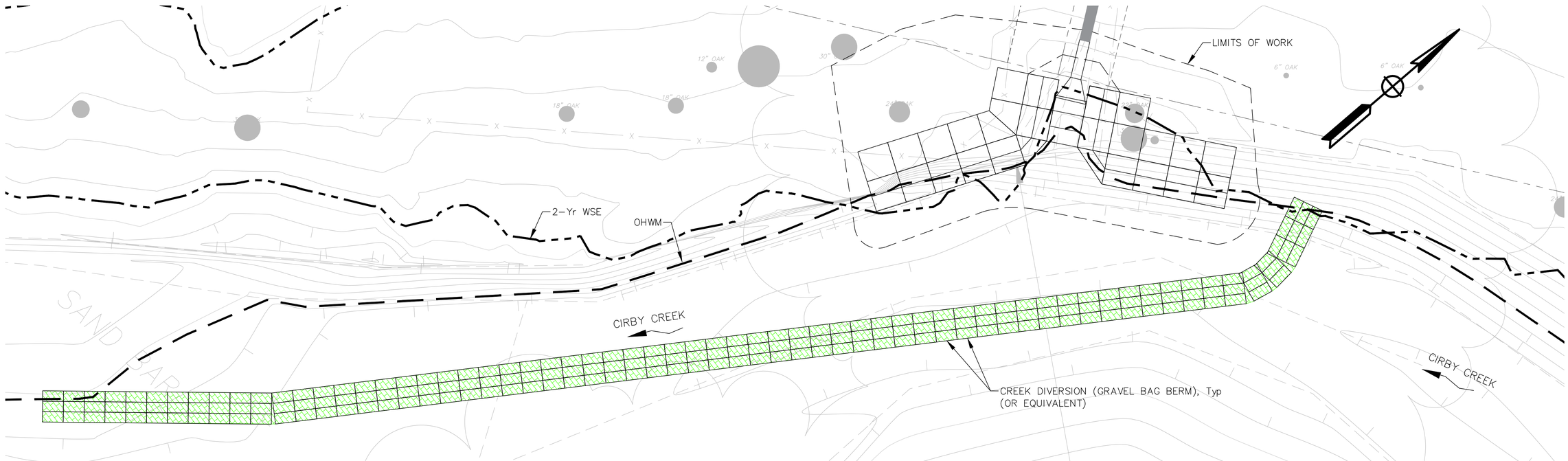
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CLEAR WATER/CREEK DIVERSION MAINTENANCE NOTES:

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION.
   MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE, NO LONGER THAN 24 HOURS AFTER) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. CREEK DIVERSION IS TO REMAIN IN PLACE UNTIL WORK IN THE DOWNGRADIENT AREA OR NATURAL CHANNEL IS NO LONGER REQUIRED.
5. CREEK DIVERSION PLAN SHOWN IS SCHEMATIC. CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL PROPOSED CREEK DIVERSION PLAN. CREEK DIVERSION PLAN MUST MINIMIZE IMPACTS TO EXISTING CREEK BED AND VEGETATION. DIVERSION MUST OCCUR FOR SHORTEST DURATION FEASIBLE TO CONSTRUCT THE PROPOSED PROJECT IMPROVEMENTS.
6. CLEAR WATER DIVERSION (BMP NS-5) AND GRAVEL BAG BERM (BMP SC-6) MUST BE IN COMPLIANCE WITH CALTRANS STORM WATER QUALITY HANDBOOK.



TYPICAL SECTION
NO SCALE



PLAN
SCALE: 1" = 5'

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

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FIELD BOOK

SCALE
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REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C69331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CIRBY CREEK BANK STABILIZATION AND JUANITA WAY OUTFALL REPAIR PROJECT
TEMPORARY CREEK DIVERSION PLAN

SHEET 4 OF 5

Xrefs: V-TPG-DryCreek_Topo-All[DCBI-X-UTIL]V-BNDY-610_Juanita]_22x34 Border
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NOTES:

1. DO NOT GRADE TEMPORARY ACCESS PATH UNLESS APPROVED IN WRITING BY THE ENGINEER.
2. NO TREES SHALL BE REMOVED FOR TEMPORARY ACCESS PURPOSES UNLESS APPROVED BY THE ENGINEER.
3. IDENTIFY AND PROTECT ALL EXISTING UTILITIES IN PLACE.
4. MINIMIZE AREA USED FOR CONSTRUCTION STAGING.
5. UPON COMPLETION OF WORK, RESTORE TEMPORARY ACCESS PATH AND STAGING AREA WITH HYDROSEEDING OR OTHER STABILIZATION MEASURES APPROVED BY THE ENGINEER.
6. TEMPORARY ACCESS PATH SHOWN IS APPROXIMATE. CONTRACTOR TO CONFIRM ACCESS PATH WITH ENGINEER PRIOR TO SOIL DISTURBANCE. CONTRACTOR USE OF CREEK BED TO BE KEPT TO ABSOLUTE MINIMUM TO FACILITATE CONSTRUCTION.

EROSION CONTROL				
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE
		DESCRIPTION	TYPE	
STEP 1	HYDROSEED	SEED	MIX 1	9.65 LB/ACRE
		FIBER	WOOD	750 LB/ACRE
STEP 2	COMPOST	COMPOST	MEDIUM	2.3CY/ACRE
STEP 3	HYDROMULCH	FIBER	WOOD	1200 LB/ACRE
		TACKIFIER	GUAR	125 LB/ACRE
STEP 4	ROLLED EROSION CONTROL PRODUCT (NETTING)	NETTING	TYPE B	

SEED MIX		
BOTANICAL (COMMON NAME)	PERCENT GERMINATION (MINIMUM)	POUND PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
Blue Wildrye (Elymus glaucus)	50	6.0
California brome grass (Bromus carinatus)	50	13.0
California meadow barley (Hordeum brachyantherum ssp. californicum)	50	3.5
Creeping wildrye (Elymus triticoides)	50	1.5
Mugwort (Artemisia douglasiana)	50	1.0
California Poppy (Eschscholzia california)	50	2.0
Pygmy leafed lupine (Lupinus bicolor)	50	2.0
Small fescue (Festuca microstachys)	50	2.5

PERMITTING INFORMATION

IN-WATER WINDOW = JUNE 15 TO OCT 15

PREPARATION PHASE:
1. CLEAR AND GRUBBING, TREE REMOVAL
2. INSTALL BMPS
3. ACCESS ROAD ALREADY IN PLACE
4. WITH MINIMAL FLOW INSTALL TEMPORARY CLEAR WATER DIVERSION (CASQA NS-5).

BANK STABILIZATION CONSTRUCTION PHASE:
5. EXCAVATE FOR GABION BASKETS
6. PLACE GABION BASKETS
7. INSTALL RSP AT TOE

REMOVALS AND CLEAN UP PHASE:
8. REMOVE TEMPORARY STREAM DIVERSION
9. REMOVE TEMPORARY BMPS
10. INSTALL PERMANENT BMPS



PLAN VIEW
SCALE: 1" = 30'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

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REGISTERED PROFESSIONAL ENGINEER
BRIAN C. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CIRBY CREEK BANK STABILIZATION AND JUANITA WAY OUTFALL REPAIR PROJECT
TEMPORARY CONSTRUCTION ACCESS PATH

SHEET 5 OF 5

Xrefs: V-TPC-DryCreek_Topo-Ally-BNDY-610_Juanita\Juanita Way Border_22x34IDCBT-X-UTIL
Images: cropped COR black logo.tif
Plotted: 04/12/2022 16:12:1. | Drawing: \\pprod.psomas.corp\panzuraprojects\ROS_Projects\6ROS013303-Juanita\TRANSP\DESIGN\ROAD\SHEETS\C-Access Path.dwg | Layout: Access Path | By: bwright



Streets & Bridges Project Manual

Name of project:

Cirby Creek Bank Stabilization and Outfall Repair Project

Department:

Public Works

CITY OF ROSEVILLE CALIFORNIA

TABLE OF CONTENTS

	Pagination Notation
Notice to Contractors	NTC
Instructions to Bidders	INT
Proposal	PROP
Insurance Broker Information Packet	INS
Standard Construction Specifications	SCS
Assembly Bill No. 626	AB 626
Special Provisions (if applicable)	SP
Construction Details	CD

NOTICE TO CONTRACTORS

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: CIRBY CREEK BANK STABILIZATION AND OUTFALL REPAIR

NOTICE TO CONTRACTORS

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

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on **TBD** at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: **Cirby Creek Bank Stabilization and Outfall.**

A pre-bid meeting will be held at **N/A**.

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

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

Cirby Creek Bank Stabilization and Outfall Project

(Name of Bidder)

(Address of Bidder)

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

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

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for

submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

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

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

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

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

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of

California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

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

All questions prior to the deadline for bid submissions shall be directed to the attention of Joe Arino, Assistant Engineer via Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is **TDB** for bid submissions. Only Addenda issued by the City are binding.

_____

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

PROPOSAL

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

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

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

The work to be done is described in the Bidding Documents entitled _____

_____, City of Roseville, California.

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

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

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

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

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

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

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

Accompanying this Proposal is _____.

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

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

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

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

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

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

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

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

CONTRACTOR: _____

SCHEDULE OF BASE BID ITEMS

ITEM NO.	*	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1		CONSTRUCTION AREA SIGNS	LS	1	$ _____	$ _____
2		JOB SITE MANAGEMENT	LS	1	$ _____	$ _____
3		PREPARE WPCP	LS	1	$ _____	$ _____
4		WATER POLLUTION CONTROL	LS	1	$ _____	$ _____
5		TEMPORARY SHORING	LS	1	$ _____	$ _____
6		TEMPORARY STREAM DIVERSION	LS	1	$ _____	$ _____
7		TEMPORARY CONSTRUCTION ENTRANCE	LS	1	$ _____	$ _____
8		TEMPORARY HIGH-VISIBILITY FENCE	LS	1	$ _____	$ _____
9		TEMPORARY FIBER ROLL	LS	1	$ _____	$ _____
10		HYDROSEEDING	LS	1	$ _____	$ _____
11		CLEARING AND GRUBBING	LS	1	$ _____	$ _____
12		REMOVE TREE	EA	2	$ _____	$ _____
13		REMOVE EXISTING FENCE	LF	30	$ _____	$ _____
14		EXCAVATION	CY	100	$ _____	$ _____
15		IMPORTED BORROW	CY	30	$ _____	$ _____

16	RSP (150-LB, CLASS 3)	CY	20	$	$
17	RSP FABRIC (CLASS 8)	SQYD	22	$	$
18	3/4" CRUSHED ROCK	CY	12	$	$
19	15" RCP	LF	5	$	$
20	15" PRECAST CONC FLARED-END-SECTION (FES)	EA	1	$	$
21	GABION WALL	CY	70	$	$
22	SLATTED CHAIN-LINK FENCE	LF	40	$	$

TOTAL (BID ITEMS #1 TO #22) $

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____ No_____

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

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

AGREEMENT

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the _____day of _____, 20_____, approved plans and specifications for the _____ _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

_____

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

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

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

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

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

_____, a _____

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

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

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

TABLE OF CONTENTS

	Page
Notice to Insurance Broker	INS 1
Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 7
Public Works Payment Bond	INS 9

NOTICE TO INSURANCE BROKER

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

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

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

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

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

Bonds must be sent to the following staff person:

City of Roseville - Public Works
Attn: Joe Arino
311 Vernon Street
Roseville, CA 95678

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

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

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

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

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

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

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

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

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

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

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

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

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

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

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

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

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

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

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

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

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

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

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

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

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** ____ _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

TABLE OF CONTENTS

	Page
Adoption of State Specifications	SCS 3
Section 1. General	SCS 3
Section 2. Bidding	SCS 5
Section 3. Contract Award and Execution	SCS 9
Section 4. Scope of Work	SCS 11
Section 5. Control of Work	SCS 11
Section 6. Control of Materials	SCS 18
Section 7. Legal Relations and Responsibility	SCS 18
Section 8. Prosecution and Progress	SCS 32
Section 9. Payment	SCS 33
Section 14. Environmental Stewardship	SCS 35

ADOPTION OF STATE SPECIFICATIONS

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

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

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

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

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

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

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

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

SECTION 3. CONTRACT AWARD AND EXECUTION

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

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

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

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

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

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

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

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

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

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

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

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

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

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

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

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

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

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

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

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

SECTION 6. CONTROL OF MATERIALS

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

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and are incorporated herein as part of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Insurance Required.

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

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

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

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

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

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

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

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

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

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

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

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

SECTION 8. PROSECUTION AND PROGRESS

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

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

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

SECTION 9. PAYMENT

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

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

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

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

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

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

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

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

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

SECTION 14. ENVIRONMENTAL STEWARDSHITP

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

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

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

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

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

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

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

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

END OF STANDARD SPECIFICATIONS

ASSEMBLY BILL NO. 626

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS

SCOPE OF SPECIAL PROVISIONS 2
DISCREPANCIES AND OMISSIONS 3
SECTION 1. DEFINITIONS AND TERMS 4
SECTION 2. BIDDING 4
2-1.01.1 SCOPE 4
2-1.02.1 OBTAINING PLANS AND SPECIFICATIONS 4
2-1.05.1 SUBMITTAL OF PROPOSALS 4
2-1.05.2 QUESTIONS 4
2-1.10 SUBCONTRACTOR LIST 4
SECTION 3. AWARD AND EXECUTION OF CONTRACT 5
3-1.02 ADDITIONAL CONTRACT DOCUMENTS 5
SECTION 4. SCOPE OF WORK 5
4-1.05 CHANGES AND EXTRA WORK 5
4-1.13 CLEANUP 6
SECTION 5. CONTROL OF WORK 6
5-1.09.1 PARTNERING 6
5-1.04 ORDER OF WORK. 7
5-1.05 SUPERINTENDENCE 7
5-1.08 INSPECTION 9
5-1.13 SUBCONTRACTING 9
5-1.26 CONSTRUCTION SURVEYS 10
5-1.36 NONHIGHWAY FACILITIES 11
SECTION 6. CONTROL OF MATERIALS 12
6-1.01A PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS 12
6-3 TESTING 13
6-3.01 GENERAL 13
6-3.03 HAZARDOUS MATERIALS 13
SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY 14
7-1.02I(3) LABOR NONDISCRIMINATION 14
7-1.02N SOUND CONTROL REQUIREMENTS 14
7-1.02K(2) WAGES 14
7-1.03 PUBLIC CONVENIENCE (pertaining to MAINTAINING OF TRAFFIC) 14
7-1.04 PUBLIC SAFETY 16
SECTION 8. PROSECUTION AND PROGRESS 18
8-1.02 SCHEDULE 18
8-1.04 START OF JOB SITE ACTIVITIES 18
8-1.10 LIQUIDATED DAMAGES AMOUNT 19
SECTION 9. PAYMENT 19
9-1.02 MEASUREMENT 19
9-1.06 CHANGED QUANTITY PAYMENT ADJUSTMENTS 20
9-1.07D FINAL PAYMENTS AND CLAIMS 20

9-1.08 WORK PERFORMED BY CONTRACTOR 20
9-1.09 PARTIAL PAYMENTS 20

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions shall be performed in conformance with the Standard Construction Specifications of the City of Roseville (latest edition), the City of Roseville Construction Standards (latest edition), City of Roseville Parks Construction Standards (latest edition), City of Roseville Electric Department Specifications for Commercial Construction, and Caltrans Standard Specifications and Plans (2015 Edition) except insofar as they may be modified by these Special Provisions.

2. Numbering in these Special Provisions conforms to that in the Standard Construction Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications is modified in some respect. Unless otherwise specified the modified Standard Construction Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

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

DISCREPANCIES AND OMISSIONS

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

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

A. Special Provisions
B. City of Roseville Standard Construction Specifications
C. Design and Construction Standards of the City of Roseville
D. Roseville Electric Specifications for Residential Construction
E. Roseville Electric Specifications for Commercial Construction
F. City of Roseville Parks Construction Standards
G. 2015 Caltrans Standard Specifications, Plans and Addenda
H. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

SECTION 1. DEFINITIONS AND TERMS

There are no amendments to the Standard Construction Specifications.

SECTION 2. BIDDING

2-1.01.1 SCOPE
The bidder's attention is directed to the provisions in Section 2 of the Standard Construction Specifications for the requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

2-1.02.1 OBTAINING PLANS AND SPECIFICATIONS
A Project Manual including all Contract Documents and the Proposal forms for bidding this project may be obtained on-line via Public Purchase service or through the City of Roseville Public Works website at www.roseville.ca.us/business/bids_rfps_rfqs_and_rfis.asp. The service requires that you establish a username and password in order to download and/or order plans and specifications.

2-1.05.1 SUBMITTAL OF PROPOSALS
In addition to the requirements of Section 2 of the Construction Standards, proposals must be submitted to the City Clerk, under sealed cover and plainly marked on the outside, Proposal for **Concrete Maintenance On-Call**, not later than the date and time of the public submittal of proposals as specified in the Notice to Contractors. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

2-1.05.2 QUESTIONS
All communication relative to this project shall be conducted through Public Purchase. Questions will not be accepted after 3:00 P.M. on **TBD**. Questions submitted after the above listed deadline will not be addressed. The City will respond in writing to questions submitted prior to the deadline by **TBD**.

2-1.10 SUBCONTRACTOR LIST
In addition to the requirements of this section of the Standard Specifications, in accordance with the requirements of Sections 4100 to 4113 (inclusive, of the Government Code), the Contractor shall list in his/her proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract all or a portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor. A sheet for listing the subcontractors, as required, is included in the proposal. Note that hauling companies to be used as subcontractors are included in this provision.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the State Standard Specifications and these Special Provisions.

3-1.02 ADDITIONAL CONTRACT DOCUMENTS

The Engineer will furnish to the Contractor on request and free of charge, five (5) copies of the contract documents. Additional copies of contract documents and plans may be obtained on request by paying the actual cost of reproducing the contract documents or plans.

3-1.04.1 CONTRACT AWARD

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the State Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City Clerk's Office, 311 Vernon St. Roseville, CA 95678.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works / Engineering, c/o Joe Arino, 311 Vernon St, Roseville, CA 95678

SECTION 4. SCOPE OF WORK

4-1.05 CHANGES AND EXTRA WORK

In addition to the requirements of Section 4-1.05 of the Standard Specifications, the following shall apply:

Field Instructions -- At any time and from time to time during the course of the work, the Engineer may with respect to any part or parts of the work, issue in writing to the Contractor a Field Instruction and the Contractor shall comply with the requirements of such Field Instruction, forthwith or within such time as may be specified therein.

Field Instructions will be used to order or delete work, reject work or note deficiencies, clarify contract requirements or documents, or any other matters generally of a minor nature. At appropriate intervals, Field Instructions which alter the contract will be grouped to form a Change Order.

Change Orders -- The City may at any time require changes in the contract drawings or specification, or changes to, additions to, or deductions from the work performed or the materials

to be furnished. Any such changes will be directed by the Engineer in writing. Such directives will specify, in addition to a complete description of such change, the work to be done in connection with the change, the adjustment of contract time, if any, and the basis of compensation for such work. Directives for changes will be subsequently incorporated in a formal change order to be executed by the Contractor and submitted to the Engineer.

Work directed by the Engineer which will subsequently be incorporated in a change order, shall be performed fully and completely, and in accordance with the original contract requirements except for the specific change mentioned in the directive and change order. Drawings accompanying such directives or change order shall be deemed a part of such directives or change orders.

4-1.13 CLEANUP

In addition to the requirements of Section 4-1.13 of the Standard Specifications, the Contractor shall clean the roadway and property material sites and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, falsework, temporary structures and equipment within 48 hours or 2 calendar days of placing concrete at each worksite. All parts of the work shall be left in a neat and presentable condition. All final clean up must be complete prior to final inspection.

In addition to debris created by the Contractors work, the Contractor shall be responsible for maintenance of a clean work area. All debris left by others within 50' of the Contractors work shall become property of the Contractor and be disposed of accordingly.

The contractor shall also remove all temporary pavement delineation. The contractor shall use a power washer to remove all reference markings (i.e. USA markings, striping reference points, utility reference points).

Full compensation for cleanup will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

SECTION 5. CONTROL OF WORK

5-1.09.1 PARTNERING

The City of Roseville will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of Roseville and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The City's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.04 ORDER OF WORK.

In addition to the requirements of Section 5 of the Standard Specifications, the following shall apply:

Before beginning obliteration of existing pavements or other work which will interfere with the passage of traffic and or pedestrians, the Contractor shall have detour and traffic restriction signs as required under Section 7 "Legal Relations and Responsibility" of the Standard Specifications and as set forth on the plans and these Special Provisions in place and fully operational.

The Contractor is responsible for all material and/or equipment needed to perform the project. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly.

The Contractor shall replace any pavement removed within 72 hours or three (3) calendar days after the demolition of each site. Removed asphalt concrete pavement may be temporarily replaced with cold patch asphalt, upon completion of all ramps within an area, cold patch asphalt must be replaced with HMA within 72 hours. In accordance to Section 4-1.02 of the Special Provisions, final clean up at each site shall be completed within 48 hours or two (2) calendar days after placing concrete at the site. Failure to replace pavement (ramps, sidewalks, driveways, etc.….) within the 72 hours after removal will subject the Contractor to liquidated damages in the amount of **$1000.00 per site** for each calendar day that the work is not completed.

5-1.05 SUPERINTENDENCE

In addition to the requirements of Section 5 of the Standard Specifications, the following shall apply:

Five (5) days prior to beginning work, the Contractor shall provide in writing, the name and telephone number of a representative who is directly involved with this project and under the supervision of the Contractor, to the Engineer. The Contractor's representative may be contacted by City Staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations.

The contact representative shall not be replaced by another company employee for any reason

during the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he or she shall be knowledgeable of the project and the events and/or revisions that may be taking place at the present time.

5-1.08 INSPECTION
In addition to Section 5 of the State Standard Specifications, the following shall apply:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide inspection on an 8-hour day and 40-hour week basis only. For this project, working hours will be 7:00 a.m. to 4:00 p.m. and working days will be Monday through Friday. Requests for authorization to perform work outside the allowed working hours and days shall be made to the Engineer in writing and at least 48 hours in advance. The Contractor shall reimburse the City for the actual cost of all inspection in excess of the allowed working hours and days, including designated holidays and weekends.

Designated holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes. The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

No additional compensation will be made to the Contractor for fulfilling these requirements.

5.13 SUBCONTRACTING
Attention is directed to the provisions in Section 5.13 of the Standard Specifications, and these special provisions. In addition, the following shall apply:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the City of Roseville may exercise the remedies provided under Public Contract Code § 4110. The City of Roseville may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html.

The provisions of the Standard Specifications that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

5.13E PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed in the proposal at the time of Bidding shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder’s attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

5-1.26 CONSTRUCTION SURVEYS

The requirements specified in of the State Standard Specifications shall be replaced as follows:

The Contractor shall be responsible to hire a licensed land surveyor to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer.

Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facility.

All stakes or marks will be provided by the Contractor as necessary to establish the lines and grades required for the completion of the work specified in the State Standard Specifications, on the plans, and in these special provisions.

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

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefor.

5-1.36 NONHIGHWAY FACILITIES

In addition to this Section of the Standard Specifications, the following shall apply:

The City of Roseville is a member of the Underground Service Alert (U.S.A.). The Contractor shall notify U.S.A. 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work by careful hand digging. It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represent the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service during construction. The Contractor shall be required to work around existing utility poles.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor shall immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

SECTION 6. CONTROL OF MATERIALS

6-1.01A PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The City of Roseville has adopted the State of California, Department of Transportation (Caltrans), listing of Prequalified and Tested Signing and Delineation Materials for use on this project. Approval of the Prequalified and Tested Signing and Delineation Materials products listing shall not preclude the
Engineer from sampling and testing products on the list.

The current trade name listing is available at the Caltrans' web page:

http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/signing_and_delineation_materials.pdf

The Prequalified and Tested Signing and Delineation Materials list in effect on the date of the Notice to Bidder shall be used. The Contractor shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied. The Certificate of Compliance shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval by Caltrans, Division of Traffic Operations, and was manufactured in accordance with the approved quality control program.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications. Materials and products will be considered for addition to the Prequalified and Tested Signing and Delineation Materials listing if the manufacturer submits a New Product Information Form available at the Caltrans' web site:

http://www.dot.ca.gov/hq/esc/Translab/NewProducts/pdf/guidelines.pdf

Upon a request for samples, the manufacturer shall submit sufficient samples to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests Caltrans may elect to perform.

No contract adjustment will be allowed for the time required for submitting the samples, testing the samples, and approving the materials or products.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

6-3 TESTING

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the City performs if they are available at the job site. Schedule work to allow time for QAP.

Material testing for this project will be provided by the Contractor as set forth in Section 6 of the Standard Specifications and the most current City of Roseville's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs and shall be at the Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement, and $10,000.00 will be withheld from the Contractor's progress payment for each certificate of compliances and mix designs until the certificate of compliances and mix designs are submitted approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to Section 6 of the Standard Specifications, "Control of Materials." The City will perform Quality Assurance testing in accordance with the City's Quality Assurance Program (QAP).

Full compensation for conforming to all requirements specified in this Section, "Control of Materials," shall be considered as included in the contract price paid for various contract items of work and no additional compensation will be allowed

6-3.01 GENERAL

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

Full compensation for conforming to all requirements specified in this section, "Control of Materials," shall be considered as included in the contract price paid for various contract items of work and no additional compensation will be allowed.

6-3.03 HAZARDOUS MATERIALS

The Contractor shall comply with Hazardous Materials Handling Regulations.-The construction contractor shall comply with all applicable federal, state, and local regulations for the handling of hazardous materials during construction. The City shall verify that acceptable materials handling provisions have been complied with by obtaining necessary documentation from agencies governing hazardous material handling (e.g., California State Water Resources Control Board).

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

7-1.02I(3) LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), " Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

7-1.02N SOUND CONTROL REQUIREMENTS

Noise level requirements shall apply to all equipment on the job, including but not limited to trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. The Roseville Municipal Code, Chapter 9.24 "Noise Regulations" can be viewed at the City of Roseville City Clerk's Office, Located at 311 Vernon Street, Roseville, California or online at http://qcode.us/codes/roseville/. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for various contract items of work involved, and no additional compensation will be allowed therefor.

7-1.02K(2) WAGES

Attention is directed to Section 7-1.02k (2), "Wages," of the Standard Specifications. In addition to the requirements of the Standard Specification, the following shall apply.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Roseville Clerks Office (311 Vernon St). Changes, if any, to the general prevailing wage rates will be available at the same location.

7-1.03 PUBLIC CONVENIENCE (pertaining to MAINTAINING OF TRAFFIC)

In addition to the requirements of Section 7-1.03 and section 12-4 of the Standard Construction Specifications, the following shall apply:

The use of flagmen, barricades and construction signing shall comply with the current edition of the California (MUTCD)or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

The Contractor shall submit at the Pre-Construction meeting a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction work to the

Engineer for review and acceptance. A minimum of 5 working days will be required to review and provide the Contractor with comments on the plan. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer. A copy of the traffic control plan/detour plan must be kept at the job site at all times.

The Contractor shall notify local businesses and residents 24 hours prior to cutting off their access for periods in excess of 2 hours. Notice may be given verbally, or written notice may be placed on or near the building entrance or the property access point to be closed. The Contractor shall cooperate with local businesses for access to the maximum extent physically possible.

Temporary lane closures shall conform to the provisions in Section 12 of these Special Provisions entitled "Construction Area Traffic Control Devices." Temporary lane closures will be allowed only during approved working hours and/or as accepted by the Engineer.

Seventy-two (72) hours in advance of any lane closures, the Contractor shall notify the Engineer, phone 746-1300, of any revisions to the proposed construction schedule and lane closure sequence.

The Contractor shall cooperate, keep current and notify the Engineer (746-1300) of his/her construction operation and traffic control changes five (5) days before work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his/her own arrangements in keeping the working area clear.

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

Whenever vehicles or equipment are parked within a traffic lane, the shoulder area shall be closed with flourescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. No equipment will be allowed to be parked within any traffic lane or median after work hours.

No work that interferes with public traffic shall be performed between the hours listed, as follows:

4:00 p.m. to 7:00 a.m. Monday through Thursday, inclusive
4:00 p.m. to 7:00 a.m. Fridays/day preceding designated holidays

The full width of the traveled way (or min. 11' of pavement width) shall be open for use by public traffic on Saturdays, Sundays, designated holidays, after 4:00 p.m. on Fridays and the day preceding designated holidays, and when construction operations are not actively in progress.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Steel plates (minimum 3/4" thick) or other approved methods shall be used to cover all open excavation in or within 5 feet of the roadway during non-working hours. Plates installed in paved traffic lanes shall be secured with steel pins. The plate edges shall be protected by adding temporary AC (cut back) at least one (1) foot around plates.

Payment for work under this section, when a site specific traffic control plan is not required by the engineer,shall be deemed included in the other various contract items of work, and no additional compensation shall be allowed therefor.

7-1.04 PUBLIC SAFETY
In addition to the requirements specified in this Section of the Standard Specifications, the following shall apply:

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 7-1.03 "Public Convenience" and Section 12 "Temporary Traffic Control" of the Standard Specifications and these Special Provisions. All traffic control shall be under the direction of and coordinated with the Engineer. The Contractor shall submit a traffic control plan subject to approval of the Engineer.

The Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations - any excavation near the edge of which is 12 feet or less from the edge of the lane, except;

   a. Excavations covered with steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.

   b. Excavations less than 6" inches deep.

   c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot diameter.

d. Excavations in side slopes, where the slope is flatter than 4:1.

e. Excavations protected by existing barrier or railing.

2. Temporarily unprotected permanent obstacles - Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3. Storage areas - Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the Standard Specifications or these Special Provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work area the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach Speed of Public Traffic (Posted Limit)	Work Areas
0 to 45	Within 3 feet of a traffic lane but not on a traffic lane.
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable reflectorized (night traffic) delineators used for the closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Pedestrian access through a site when work is not in progress shall be provided for with a minimum of 4 feet in width continuous wood walks and shall be kept clear. In other words, a continuous plywood path through the site where the concrete has been excavated.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in this section of the Standard Specifications. The Contractor shall provide electric arrow boards for lane reductions as required by the Standard Specifications.

Payment for work under this section shall be deemed included in other various contract items of work, and no additional compensation shall be allowed therefor.

SECTION 8. PROSECUTION AND PROGRESS

8-1.02 SCHEDULE

In addition to the requirements specified in this section of the Standard Specifications, the following shall apply:

> A preliminary critical path method (CPM) schedule shall be submitted by the Contractor at the preconstruction conference, and within 10 calendar days of the Work Order, and within 15 working days of the Engineer's written request at any other time. No progress payments will be made on the project until a CPM schedule is submitted and accepted by the Engineer.

The construction schedule shall clearly show the sequence and interdependence of construction activities and shall list specifically activities for obtaining, delivering, installing and completing of each major piece of equipment, materials and other supplies.

The construction schedule shall:

a. Be a calendar-time scaled network diagram.
b. Include time for the Engineer to review submittal or inspect the work.
c. Identify the activities which constitute the controlling operation or critical path.

Once each month, or as deemed necessary by the Engineer, the Contractor shall submit a revised progress schedule and participate with the Engineer in a schedule review to update activity progress. Scheduling of change for extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule drawing to incorporate all activities involved in completing the change or extra work order and submit it to the Engineer for review. With the concurrence of the Engineer, change or extra work orders of a magnitude less than $1,000 do not need to be scheduled, unless the order affects the contract critical path, or other outside parties.

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

The Contractor acknowledges and agrees that delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the contract completion date. All float time will jointly belong to the City and Contractor.

Payment for work under this section shall be deemed included in various contract items of work, and no additional compensation shall be allowed therefor.

8-1.04 START OF JOB SITE ACTIVITIES

The first paragraph of Section 8-1.04B shall be amended to read:

> Start job site activities within 30 days after receiving the "Work Order" letter executed by the Engineer and prosecute the work diligently after to completion.

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

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

8-1.08 TIME OF COMPLETION

In addition to the provisions in the Standard Specifications, all work **and punch list items** shall be completed within the working days specified in the work order. The amount of working days specified in the work order shall be 40 working days from the date of the Notice to Proceed letter. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items have been completed.

An item and duration for "Punch List Days" must be included in the Progress Schedule - Section 8-1.02 "Schedule".

8-1.10 LIQUIDATED DAMAGES AMOUNT

In addition to the requirements of Section 8-1.10 of the Standard Construction Specifications, the Contractor shall pay to the City of Roseville the sum of **$1000.00** per day, each and every calendar day delay in finishing the work in excess of the number of working days prescribed above. Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages. See also 5-1.04 ORDER OF WORK of these Special Provisions.

SECTION 9. PAYMENT

9-1.02 MEASUREMENT

In addition to the requirements of Section 9-1.02 of the Standard Construction Specifications, the following shall apply:

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

The items bid on an “each” basis shall result in a complete structure, in satisfactory working condition in respect to the functional purpose of the installation and no extra compensation will

be allowed for anything omitted but fairly implied. Full compensation for additional materials and labor, whether or not shown on the drawing or specified, which are necessary to complete all the work will be considered as included in the price paid for the work, and no additional compensation will be allowed therefor.

Payment for mobilization shall be per work order as specified in the bid proposal. A work order may consist of multiple locations and no additional compensation will be made therefor.

9-1.06 CHANGED QUANTITY PAYMENT ADJUSTMENTS

The requirements specified in of the State Standard Specifications shall be replaced as follows:

All bid quantities are rough estimates and are not guaranteed. Any increase or reduction of bid quantities shall not have any effect on the unit prices.

9-1.07D FINAL PAYMENTS AND CLAIMS

In addition to Section 9-1.07D of the Standard Specifications, the Contractor shall submit Form CC4: Final Release Form. This form must accompany any request for final payment (See Appendix A).

9-1.08 WORK PERFORMED BY CONTRACTOR

The Contractor may contract with individual residents for the purpose of installing new concrete sidewalks, curb/gutter and/or ramps which are not within the scope of this project. All improvements shall be in conformance with these Special Provisions, Standard Construction Specifications, all ADA Standards adopted by the City of Roseville, and as directed by the Engineer. The Contractor shall notify the Engineer (746-1300) in writing for all such improvements, within two days before the start of construction. The Contractor will not be allowed any additional working days or reimbursement from the City for such improvements. This project shall be given first priority over individual resident work.

9-1.09 PARTIAL PAYMENTS

In addition to of the provisions within the Standard Specifications, the Contractor shall submit all request for progress payments using the forms included in Appendix A:

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

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

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

END OF SPECIAL PROVISIONS

APPENDIX A

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

_____

Contract Summary		
Original Contract Amount:	(1)	
Approved Change Orders through #: _____	(2)	
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)	
Total Contract Amount to Date:	(4)	

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP#_____)			
Change Order Payments (CCO#_____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:	**Senior Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct#: _____

Contrac: _____

_____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
TOTALS:					$ -		$ -		$ -		$ -		$ -

CITY OF ROSEVILLE
CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
Totals						$ -			$ -			$ -

Contractor Signature **Date**

Resident Engineer Signature **Date**

CITY OF ROSEVILLE CALIFORNIA

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From: _____
Name of Contractor/Claimant

_____
Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name:

_____

To/Owner: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable To: _____

Exceptions

Signature

Claimant Signature _____ **Print Name:** _____

Claimant Title _____ **Date:** _____

APPENDIX B

Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: 10 March 2022

Expiration Date: 9 March 2027

Program Type: Fill/Excavation

Reg. Meas. ID:	446455
Place ID:	879148
WDID No.:	5A31CR00568
USACE No.:	2021-00402 NWP 13

Project Type: Non-Restoration Bank Stabilization

Project: Cirby Creek Bank Repair Project (Project)

Applicant: City of Roseville

Applicant Contact: Dominick Casey
City of Roseville
311 Vernon Street
Roseville, CA 95678
Phone: (916) 774-5362
Email: dcasey@roseville.ca.us

Applicant's Agent: Jason Shykowski
City of Roseville
311 Vernon Street
Roseville, CA 95678
Phone: (916) 746-1300
Email: jshykowski@roseville.ca.us

Water Board Staff: Greg Hendricks
Environmental Scientist
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
Phone: (916) 464-4709
Email: Greg.Hendricks@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (916) 464-3291 and ask to speak with the Water Quality Certification Unit Supervisor.

Table of Contents

I. Order 3
II. Public Notice 3
III. Project Purpose 3
IV. Project Description 3
V. Project Location 3
VI. Project Impact and Receiving Waters Information 3
VII. Description of Direct Impacts to Waters of the State 4
VIII. Description of Indirect Impacts to Waters of the State 4
IX. Avoidance and Minimization 4
X. Compensatory Mitigation 4
XI. California Environmental Quality Act (CEQA) 5
XII. Petitions for Reconsideration 5
XIII. Fees Received 5
XIV. Conditions 5
XV. Water Quality Certification 20

Attachment A: Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements
Attachment E: Signatory Requirements
Attachment F: Certification Deviation Procedures
Attachment G: Justification for Section XIV Conditions

I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of City of Roseville (hereinafter Permittee) for the Project. This Order is for the purpose described in application submitted by the Permittee. The application was received on 20 December 2021. The application was deemed complete on 21 January 2022.

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 31 December 2021 to 14 January 2022. The Central Valley Water Board did not receive any comments during the comment period. Public notice regarding the Choose an item is described in Attachment C, CEQA Findings of Fact.

III. Project Purpose

The purpose of the Project is to place rock slope protection for bank stabilization along Cirby Creek.

IV. Project Description

The approximately 0.31-acre project consists of placement of rock slope protection along 60 linear feet of the north bank of Cirby Creek.

V. Project Location

Latitude: 38.73272° and Longitude: -121.285615°

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan). The plan for the region and other plans and policies may be accessed at the State Water Resources Control Board's Plans and Policies Web page (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

Additionally, the Project is subject to applicable State Water Resources Control Board policies and requirements, including the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures). The Procedures include requirements to ensure (1) a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for

adverse impacts that cannot be practicably avoided or minimized to waters of the state; (2) the potential impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources, (3) the discharge of dredged or fill material will not violate water quality standards and will be consistent with all applicable water quality control plans and policies for water quality control; and (4) the discharge of dredged or fill material will not cause or contribute to significant degradation of the waters of the state.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Dewatering will occur within the Project area. No wet concrete will be placed into stream channel habitat. The Project will temporarily impact 0.01 acre of streambed habitat. The Project will permanently impact 0.01 acre of streambed habitat.

Total Project fill/excavation quantities for all impacts are summarized in Tables 1 through 2.

Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts[1]

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.01	15	127

Table 2: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.01	10	60

VIII. Description of Indirect Impacts to Waters of the State – Not Applicable

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order.

X. Compensatory Mitigation

[1] Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

The Permittee has agreed to provide compensatory mitigation for direct impacts, described in section XIV.K for permanent impacts.

XI. California Environmental Quality Act (CEQA)

On 8 December 2016, the City of Roseville, as lead agency, adopted an initial study/mitigated negative declaration (IS/MND) (State Clearinghouse (SCH) No. 2016092050) for the Project and filed a Notice of Determination (NOD) at the SCH on 12 December 2016. Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

XII. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XIII. Fees Received

An application fee of $2,066.00 was received on 27 September 2021. The fee amount was determined as required by California Code of Regulations, Title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (Fee Code 84)

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Tables 1 through 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF).

Documents less than 50 MB must be emailed to:
centralvalleysacramento@waterboards.ca.gov

In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. **Project Reporting**
   a. **Monthly Reporting:** The Permittee must submit a Monthly Report to the Central Valley Water Board on the 1st day of each month beginning the month after the submittal of the Commencement of Construction Notification. Monthly reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.
   b. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of April. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
2. **Project Status Notifications**
   a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities, and include the corresponding Waste Discharge Identification Number (WDID#) issued under this Order. Additionally, if applicable, the Report shall also include the Enrollee number issued for coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002).
   b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.
   c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board

staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials[2]

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:

- first call – 911 (to notify local response agency)
- then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
- Lastly, follow the required OES, procedures as set forth in the Office of Emergency Services' Accidental Discharge Notification Web page (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf)

ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.

iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards: The Permittee shall notify the Central Valley Water Board of any event causing a violation of

[2] "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.

ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

a. when performing any in-water work;

b. during the entire duration of temporary surface water diversions;

c. in the event that the Project activities result in any materials reaching surface waters; or

d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned in-water work or during the entire duration of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.

b. Activities shall not cause turbidity increases in surface water to exceed:

i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;

ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;

iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;

iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;

v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.[3] The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and every two weeks thereafter. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and the remaining In-Water Work and Diversion Water Quality Monitoring shall be submitted with the Request for Notice of Completion of Discharges letter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the

[3] Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants[4]	Observations	Visual Inspections	Continuous throughout the construction period

4. **Post-Construction**
Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, Title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition

[4] Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, Title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under Title 23 of the California Code of Regulations and owed by the Permittee.

4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.

2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.

5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program (MMRP), which is incorporated herein by reference and any additional measures as outlined in Attachment C, CEQA Findings of Fact.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.

2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a “take” will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangers Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:

   a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.

   b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.

c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.

d. Sample or monitor for the purposes of assuring Order compliance.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.

5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.

6. Lake or Streambed Alteration Agreement: The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement or other authorization letter to the Central Valley Water Board immediately upon receipt and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

a. Dewatering will occur within the Project area.

b. If water is present, the Permittee shall notify Central Valley Water Board staff and the area must be dewatered prior to start of work.

c. If water is present, the Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.

d. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.

e. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow

shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.

f. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.

g. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.

2. Directional Drilling – Not Applicable

3. Dredging – Not Applicable

4. Fugitive Dust

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. Good Site Management "Housekeeping"

a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.

b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure

leaks from the equipment are not occurring and are not a threat to water quality.

c. All materials resulting from the Project shall be removed from the site and disposed of properly.

6. Hazardous Materials

a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.

b. No wet concrete will be placed into stream channel habitat.

c. Concrete must be completely cured before coming into contact with waters of the United States and waters of the state. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.

7. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

8. Post-Construction Storm Water Management – Not Applicable

9. Roads

a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.

b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.

c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.

d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

10. Sediment Control

a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.

b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.

c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

11. Special Status Species

The following special status species have been documented to occur within the vicinity of the Project area: Valley elderberry longhorn beetle.

12. Stabilization/Erosion Control

a. All areas disturbed by Project activities shall be protected from washout and erosion.

b. Hydroseeding shall be performed with California native seed mix.

5. Storm Water

a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:

i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts – Not Applicable

K. Compensatory Mitigation for Permanent Impacts

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

1. Compensatory Mitigation Plan

a. The Permittee has submitted a draft compensatory mitigation plan as part of a complete application. The Permittee shall provide a final compensatory mitigation plan for written acceptance by Central Valley Water Board staff. Impacts to waters of the state are not authorized and shall not occur until a compensatory mitigation plan has been approved by Central Valley Water Board staff. Upon acceptance by Central Valley Water Board staff, the Permittee shall implement the approved plan.

b. The final compensatory mitigation plan shall include all plan elements as outlined in the Procedures. The level of detail in the final plan shall be sufficient to accurately evaluate whether compensatory mitigation offsets the adverse impacts attributed to the Project considering the overall size and scope of impact.

2. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of in water work.

3. Total Required Compensatory Mitigation

a. The Permittee is required to provide compensatory mitigation for the authorized impact to 0.01 acre of streambed habitat by purchasing 0.01 Aquatic Resource Mitigation Credits from the Antonio Mountain Ranch Mitigation Bank.

b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table(s) 4. [Establishment (Est.),

Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 4: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	MB	Acres						0.01

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a “Certification Deviation” is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Cirby Creek Bank Repair Project, WDID# 5A31CR00568, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

The Central Valley Water Board will file a Notice of Determination (NOD) at the SCH within five (5) working days of issuance of this Order. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

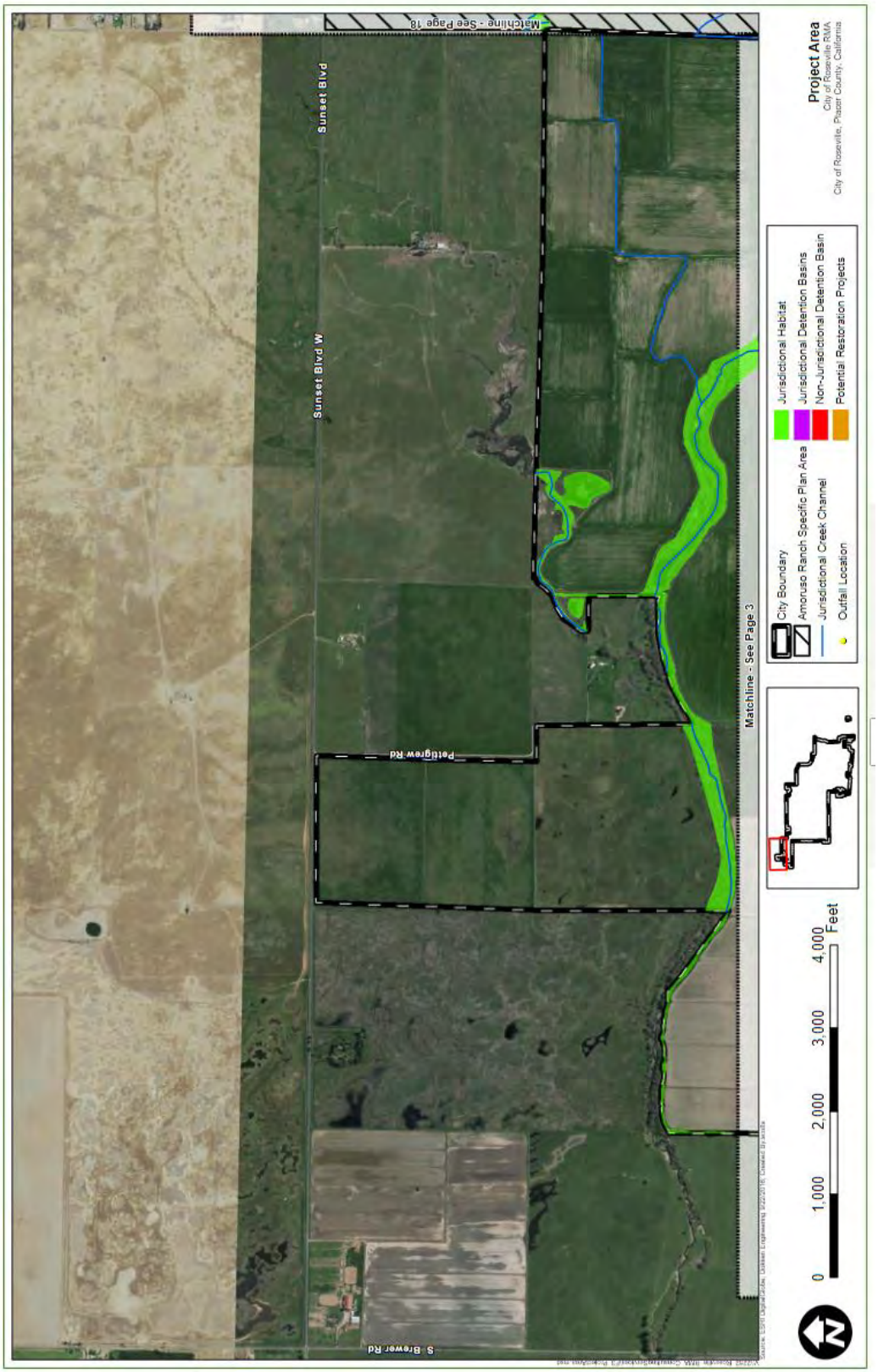
Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements
Attachment E: Signatory Requirements
Attachment F: Certification Deviation Procedures
Attachment G: Justification for Section XIV Conditions

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Figure 1 – Project Vicinity Map


Matchline - See Page 18
Sunset Blvd
Sunset Blvd W
Pleasant Grove Blvd
Pleasant Grove Rd
Pleasant Grove Rd
Pleasant Grove R

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Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Non-Federal Waters	Impact Site ID	*Waterbody Name*	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	California Rapid Assessment Method ID
No	Site 01	Cirby Creek	Streambed	519.21	Sacramento River	MUN, AGR, REC-1, REC-2, WARM COLD, MIGR, SPWN, WILD, NAV	N/A	N/A
No	Site 02	Cirby Creek	Streambed	519.21	Sacramento River	MUN, AGR, REC-1, REC-2, WARM COLD, MIGR, SPWN, WILD, NAV	N/A	N/A

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Temporary Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Site 01	38.73282°	-121.285615°	No	0.01	15	127

Table 3: Individual Permanent Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Site 02	38.73282°	-121.285615°	No	0.01	10	60

Compensatory Mitigation Information

The following table(s) show individual compensatory mitigation information and locations.

Mitigation Bank Compensatory Mitigation Site Information

Mitigation Bank Name:	Antonio Mountain Ranch Mitigation Bank
Website:	https://placerlandtrust.org/antonio-mountain-ranch-preserve-2/

Mitigation Bank Contact Name:	Niki Doan
Phone:	(916) 383-2500
Email:	nikid@aktdev.com

Mitigation Location - County:	Placer
Latitude:	TBD
Longitude:	TBD

Table 4: Mitigation Type Information

Aquatic Resource Credit Type	Acres	Linear Feet	Number of Credits Purchased
Aquatic Resource Credits	0.01		

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A. Environmental Review

On 8 December 2016, the City of Roseville, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse (SCH) No. 2016092050) for the Project and filed a Notice of Determination (NOD) at the SCH on 12 December 2016. The Central Valley Water Board is a responsible agency under CEQA (Public Resources Code, section 21069) and in making its determinations and findings, must presume that the City of Roseville's adopted environmental document comports with the requirements of CEQA and is valid. (Public Resources Code, section 21167.3.) The Central Valley Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by the City of Roseville addresses the Project's water quality impacts. (California Code of Regulations, Title 14, section 15096, subd. (f).) The environmental document includes the mitigation monitoring and reporting program (MMRP) developed by the City of Roseville for all mitigation measures that have been adopted for the Project to reduce potential significant impacts. (Public Resources Code, section 21081.6, subd. (a)(1); California Code of Regulations, Title 14, section 15074, subd. (d).)

B. Incorporation by Reference

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project IS/MND, the application for this Order, and other supplemental documentation.

All CEQA project impacts, including those discussed in subsection C below, are analyzed in detail in the Project Final IS/MND which is incorporated herein by reference. The Project IS/MND is available at: 311 Vernon Street, Roseville, CA 95678.

Requirements under the purview of the Central Valley Water Board in the MMRP are incorporated herein by reference.

The Permittee's application for this Order, including all supplemental information provided, are incorporated herein by reference.

C. Findings

The IS/MND states that there are no potentially significant environmental effects to water quality after the mitigation measures imposed by the lead agency.

D. Determination

The Central Valley Water Board has determined that the Project, when implemented in accordance with the MMRP and the conditions in this Order, will not result in any significant adverse water quality impacts. (California Code of Regulations, Title 14, section 15096, subd (h).) The Central Valley Water Board will file a NOD with the SCH within five (5) working days from the issuance of this Order. (California Code of Regulations, Title 14, section 15096, subd. (i).)

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REPORTS AND NOTIFICATION REQUIREMENTS

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

A. Central Valley Regional Water Quality Control Board's Adopted Orders Web page (https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)

B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**

- **Part A (Monthly & Annual Reports):** These reports will be submitted monthly and annually until a Notice of Project Complete Letter is issued.
- **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
- **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.

B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.

C. Electronic Report Submittal Instructions:

- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleysacramento@waterboards.ca.gov and cc: Greg.Hendricks@waterboards.ca.gov
- Include in the subject line of the email:
  ATTN: Greg Hendricks; Project Name; and WDID No. 5A31CR00568

III. Definition of Reporting Terms

A. Active Discharge Period: The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter: This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee.

C. Request for Notice of Project Complete Letter: This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period: The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date: 10 March 2022

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1” = 2000’) detail (listed in order of preference):

- **GIS shapefiles**: The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.

- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

B. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

V. Report and Notification Cover Sheet

Project: Cirby Creek Bank Repair Project
Permittee: City of Roseville
WDID: 5A31CR00568
Reg. Meas. ID: 446455
Place ID: 879148
Order Effective Date: 10 March 2022
Order Expiration Date: 10 March 2027

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report
Report Type 2 ☐ Annual Report

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name[1]	**Affiliation and Job Title**

Signature	**Date**

[1]STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature	**Date**

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report

a. Report Purpose - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.

b. When to Submit - On the 1st day of each month after the submittal of the Commencement of Construction Notification until a Notice of Project Complete Letter is issued to the Permittee.

c. Report Contents -

i. Construction Summary

Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control If construction has not started, provide estimated start date.

ii. Event Summary

Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.

iii. Photo Summary

Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

iv. Compliance Summary

- List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
- List associated monitoring reports for the reporting period.
- Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
- Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

2. Report Type 2 - Annual Report

a. Report Purpose - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.

b. When to Submit - Annual reports shall be submitted each year on the 1st day of April. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.

c. Report Contents - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

<u>During the Active Discharge Period</u>

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

<u>During the Post-Discharge Monitoring Period</u>

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

i. Annual Report Topic 1 - Construction Summary

When to Submit - With the annual report during the Active Discharge Period.

Report Contents - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.

1) Map showing general Project progress.

2) If applicable:

a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).

b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents -

1) Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state**.**

2) If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.

iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents - *If not applicable report N/A.

1) Part A. Permittee Responsible

a) Planned date of initiation of compensatory mitigation site installation**.**

b) If installation is in progress, a map of what has been completed to date.

c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

2) Part B. Mitigation Bank or In-Lieu Fee

a) Status or proof of purchase of credit types and quantities.

b) Include the name of bank/ILF Program and contact information.

c) If ILF, location of project and type if known.

B. <u>Part B – Project Status Notifications</u>

1. Report Type 3 - Commencement of Construction

a. Report Purpose - Notify Central Valley Water Board staff prior to the start of construction.

b. When to Submit - Must be received at least seven (7) days prior to start of initial ground disturbance activities.

c. Report Contents -

i. Date of commencement of construction.

ii. Anticipated date when discharges to waters of the state will occur.

iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.

iv. Construction Storm Water General Permit WDID No.

v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. **Report Type 4 - Request for Notice of Completion of Discharges Letter**

   a. **Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.

   b. **When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.

   c. **Report Contents -**

      i. Status of storm water Notice of Termination(s), if applicable.

      ii. Status of post-construction storm water BMP installation.

      iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.

      iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.

      v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. **Report Type 5 - Request for Notice of Project Complete Letter**

   a. **Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

   b. **When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

   c. **Report Contents** -

      i. Part A: Mitigation for Temporary Impacts

         1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.

         2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

      ii. Part B: Permittee Responsible Compensatory Mitigation

1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.
3) Pre- and post-photo documentation of all compensatory mitigation sites.
4) Final maps of all compensatory mitigation areas (including buffers).

iii. Part C: Post-Construction Storm Water BMPs and Monitoring

1) Date of storm water Notice of Termination(s), if applicable.
2) Report status and functionality of all post-construction BMPs.
3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. <u>Part C – Conditional Notifications and Reports</u>

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

a. Report Purpose - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.

b. When to Submit - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.

c. Report Contents -

i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.

ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.

iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. Report Type 7 - Violation of Compliance with Water Quality Standards Report

a. Report Purpose - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.

b. **When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.

c. **Report** Contents - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

3. **Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

   b. **When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.

   c. **Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. **Report Type 9 - Modifications to Project Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

   b. **When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

   c. **Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

5. **Report Type 10 - Transfer of Property Ownership Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.

   b. **When to Submit** - At least 10 days prior to the transfer of ownership.

c. Report Contents -

i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:

1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and

2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control

ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report

a. Report Purpose - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.

b. When to Submit - At least 10 days prior to the transfer of BMP maintenance responsibility.

c. Report Contents - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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SIGNATORY REQUIREMENTS

All Documents submitted in compliance with this Order shall meet the following signatory requirements:

A. All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice-president.
2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

B. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:

1. The authorization is made in writing by a person described in items 1.a through 1.c above.
2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
3. The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.

C. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

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CERTIFICATION DEVIATION PROCEDURES

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV.L of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply: The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

B. How to apply: By letter or email to the 401 staff designated as the contact for this Order.

C. Certification Deviation Request: The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
    a. Proposed activity description and purpose;
    b. Why the proposed activity is considered minor in terms of impacts towaters of the state;
    c. How the Project activity is currently addressed in the Order; and,
    d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
   a. Activity description and purpose;
   b. Activity location, start date, and completion date;
   c. Erosion control and pollution prevention measures applied;
   d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
   e. Mitigation plan, if applicable; and,
   f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
   a. Site name(s);
   b. Date(s) of Certification Deviation approval;
   c. Location(s) of authorized activities;
   d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
   e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
   f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
   g. Mitigation to be provided (approved mitigation ratio and amount).

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Attachment G - Justification for Section XIV Conditions

The purpose of this Attachment is to provide an explanation of why conditions are necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to applicable law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects

only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. “Hazardous materials” is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in

the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification's application.

3. This Order is conditioned upon total payment of any fee . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order . . . .

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards . . . .

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board's Basin Plan. The Basin Plan's water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses

include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. **In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require . . . .**

   Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. **The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports . . . .**

   Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. **This Order and all of its conditions herein continue to have full force and effect . . . .**

   This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. **The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program . . . .**

   This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. **Construction General Permit Requirement**

   Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

F. Administrative

1. **Signatory requirements for all document submittals . . . .**

   The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. **This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species . . . .**

   Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et set.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

3. **The Permittee shall grant Central Valley Water Board staff . . . .**

   The condition related to site access requirements is authorized pursuant to the Central Valley Water Board's authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with." Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. **A copy of this Order shall be provided to any consultants, contractors, and subcontractors . . . .**

   This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. **A copy of this Order must be available at the Project site(s) during construction . . .**

   This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to

if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry,

reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. **Directional Drilling**

   Not Applicable

3. **Dredging**

   Not Applicable

4. **Fugitive Dust**

   This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. **Good Site Management "Housekeeping"**

   Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. **Hazardous Materials**

   Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. **Invasive Species and Soil Borne Pathogens**

   Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code.

Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management

Conditions related to post-construction stormwater management are required to comply with the Basin Plan and to assure that the discharge complies with applicable water quality objectives. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the conditions will assure compliance with water quality objectives including for floating material, sediment, turbidity, temperature, suspended material, and settleable material. (Basin Plan, Sections 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a

net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific

Not Applicable

I. Total Maximum Daily Load (TMDL)

Not Applicable

J. Mitigation for Temporary Impacts

Not Applicable

K. Compensatory Mitigation for Permanent Impacts

The conditions under Sections K, L, and M regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are

necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California's "No Net Loss" Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts . . . .

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates . . . .

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

APPENDIX C

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

March 4, 2022

Regulatory Division (SPK-2021-00402)

City of Roseville Public Works
Attn: Mr. Rjahja Canlas
316 Vernon Street
Roseville, California 95678-2649
rcanlas@roseville.ca.us

Dear Mr. Canlas

We are responding to your May 18, 2021, pre-construction notification for a Department of the Army (DA) permit for the Cirby Creek Bank Repair project. The approximately 0.31-acre project site is located along Cirby Creek, to the south of Juanita Way, and to the southwest of Machado Lane, Latitude 38.73331°, Longitude -121.22672°, in the City of Roseville, Placer County, California.

Based on the information you provided to this office, the Cirby Creek Bank Repair project involves the discharge of fill material into 0.02 acre of waters of the U.S. for the construction of bank stabilization along an existing outfall structure, subject to Section 404 of the Clean Water Act. The specific activities that require DA authorization are the permanent placement of gabion wall and rock slope protection, as well as the installation of a temporary water diversion structure. These activities will result in permanent effects to 0.01 acre of perennial stream, and temporary effects to approximately 0.01acre of perennial stream. The proposed activities would be conducted in accordance with the *Cirby Creek Bank Repair Project* plans, dated July 15, 2021, and prepared by Psomas (enclosure 2).

We have determined that activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 13, *Bank Stabilization*. You must comply with all terms and conditions of the NWP and applicable regional conditions. Enclosed is information about the NWP terms and conditions and Sacramento District regional conditions for California (Enclosure 1). You should pay particular attention to General Conditions 2, 6, 11, 12, 13, 14, 15, 18, 21, 30, and Regional Conditions C(3), C(4),C(5), C(7), C(8) and C(9) . In addition, your work must comply with the following special conditions:

1. At least 10 days prior to initiation of construction activities in waters of the U.S. authorized by this verification, you shall notify this office in writing of the anticipated start date for the work. No later than 10 calendar days following completion of construction

activities in waters of the U.S. authorized by this verification, you shall notify this office in writing that construction activities have been completed.

2. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures identified in the enclosed National Marine Fisheries Service letter of concurrence (Number NMFS No. NMFS ECO#: WCRO-2021-02186, dated September 21, 2021), including those ascribed to the Corps therein. If you are unable to implement any of these measures, you must immediately notify this office, the U.S. Fish and Wildlife Office, and the National Marine Fisheries Service so we may consult as appropriate, prior to initiating the work, in accordance with federal law. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures proposed as part of your project description, which are identified in the enclosed National Marine Fisheries Service letter of concurrence (Number: WCRO-2021-02186, dated September 21, 2021). If you are unable to implement any of the proposed measures, you must immediately notify this office, and the National Marine Fisheries Service so we may consult as appropriate, prior to initiating the work, in accordance with Federal law. To ensure your project complies with the Magnuson-Stevens Fishery and Consultation Act, you must implement all of the mitigating measures and Essential Fish Habitat Recommendations identified in the above NMFS document, including those ascribed to the Corps therein.

3. Within 60 days following completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, you shall submit as-built drawings and a description of the work conducted on the project site to this office for review. The drawings shall include the following:

a. The Department of the Army Permit number.

b. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings. The drawing should show all "earth disturbance," wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas. The drawings shall contain, at a minimum, 1-foot topographic contours of the entire site.

c. Ground and aerial photographs of the completed work. The camera positions and view-angles of the ground photographs shall be identified on a map, aerial photograph, or project drawing.

d. A description and list of all minor deviations between the work as authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings the location of any deviations that have been listed.

Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 14, 2026, when the existing NWPs are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2021-00402 in any correspondence concerning this project. If you have any questions, please contact Denielle Wise by email at Denielle.F.Wise@usace.army.mil, or telephone at (916) 557-7186.

Sincerely,

Kaitlyn A Pascus
Senior Project Manager
CA North Section

Enclosures

cc: (w/o encls)
Ms. Sue Bushnell-Bergfalk, ICF, Susan.Bushnell-Bergfalk@icf.com.
Ms. Lyla Pirkola, National Marine Fisheries Service, Lyla.Pirkola@noaa.gov.
Ms. Elizabeth Hodges, Office of Historic Preservation, Elizabeth.Hodges@parks.ca.gov.
Ms. Stephanie Tadlock, Central Valley Regional Water Quality Control Board, Stephanie.Tadlock@waterboards.ca.gov.

COMPLIANCE CERTIFICATION

Permit File Name: Cirby Creek Bank Repair

Action ID: SPK-2021-00402

Nationwide Permit Number: 13, *Bank Stabilization*

Permittee: City of Roseville Public Works
Attn: Mr. Rjahja Canlas
316 Vernon Street
Roseville, California 95678-2649

County: Placer County

Date of Verification: March 4, 2022

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
1325 J Street,
Room 1350
Sacramento, California 95814-2922
DLL-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * * * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature _____ Date _____

TEMPORARY IMPACTS IN OHWM:

1. GRAVEL BAG BERM FOR TEMPORARY STREAM DIVERSION
2. VOLUME ESTIMATE = 127*3*2*0.5 = 381 CF = 15 CY
3. AREA ESTIMATE = 381 SF = 0.01 ACRES
4. LENGTH 127 FT

PERMANENT IMPACTS IN OHWM:

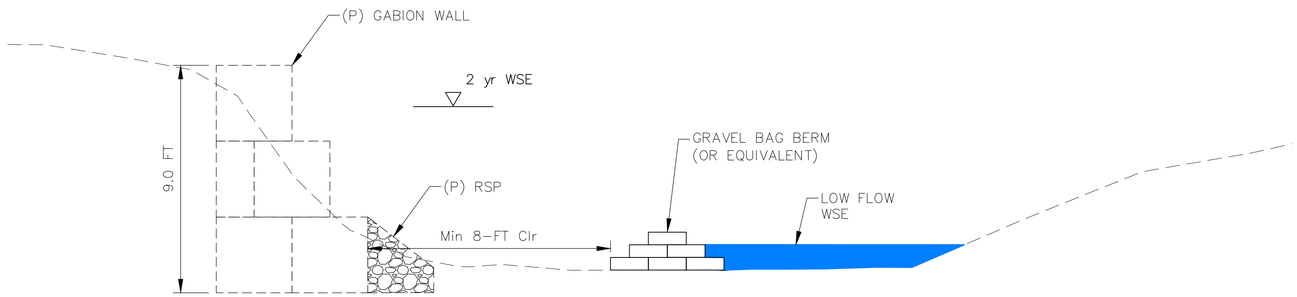
1. GABION BASKETS AND RSP TOE PROTECTION
2. VOLUME ESTIMATE = 32*3 +3*0.5*109 = 96+164 CF = 260 CF = 10 CY
3. AREA ESTIMATE = 32 + 109 SF = 141 SF = 0.01 ACRES
4. LENGTH = 60 FT

LEGEND:

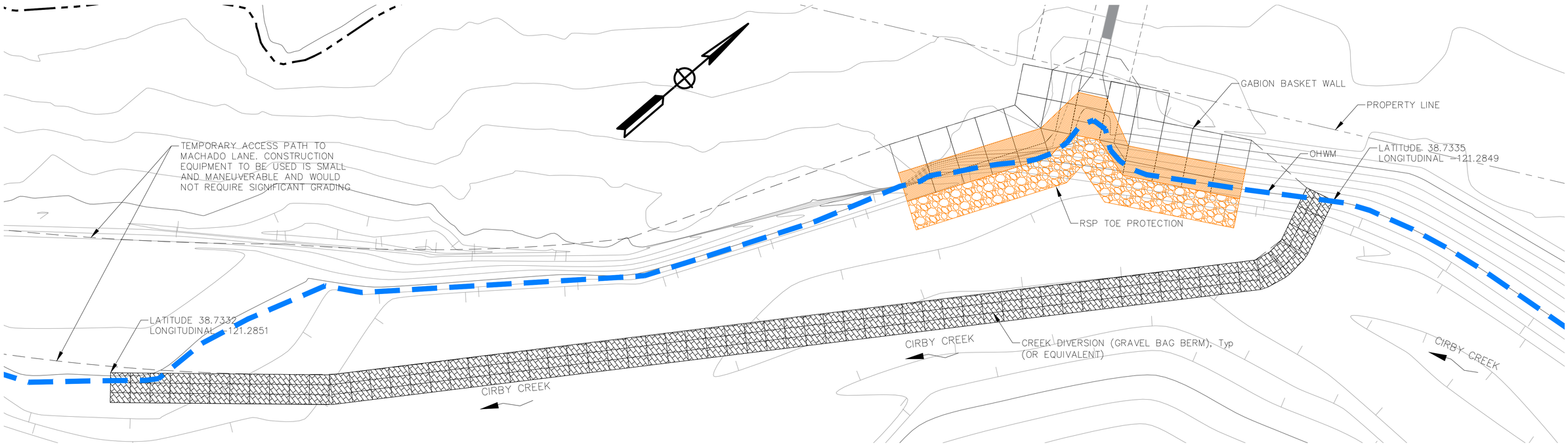
TEMPORARY IMPACTS (CREEK DIVERSION)

PERMANENT IMPACTS (RSP TOE PROTECTION)

PERMANENT IMPACTS (GABION BASKET WALL)



TYPICAL SECTION
NO SCALE



PLAN
SCALE: 1" = 5'

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARK 85, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHRIS BRAZIL DATE 05/2021
CHECKED BY: BRIAN WRIGHT DATE 05/2021
DRAWN BY: JAN SADORRA DATE 05/2021

REGISTERED PROFESSIONAL ENGINEER BRIAN WRIGHT No. C 80-21 CIVIL STATE OF CALIFORNIA

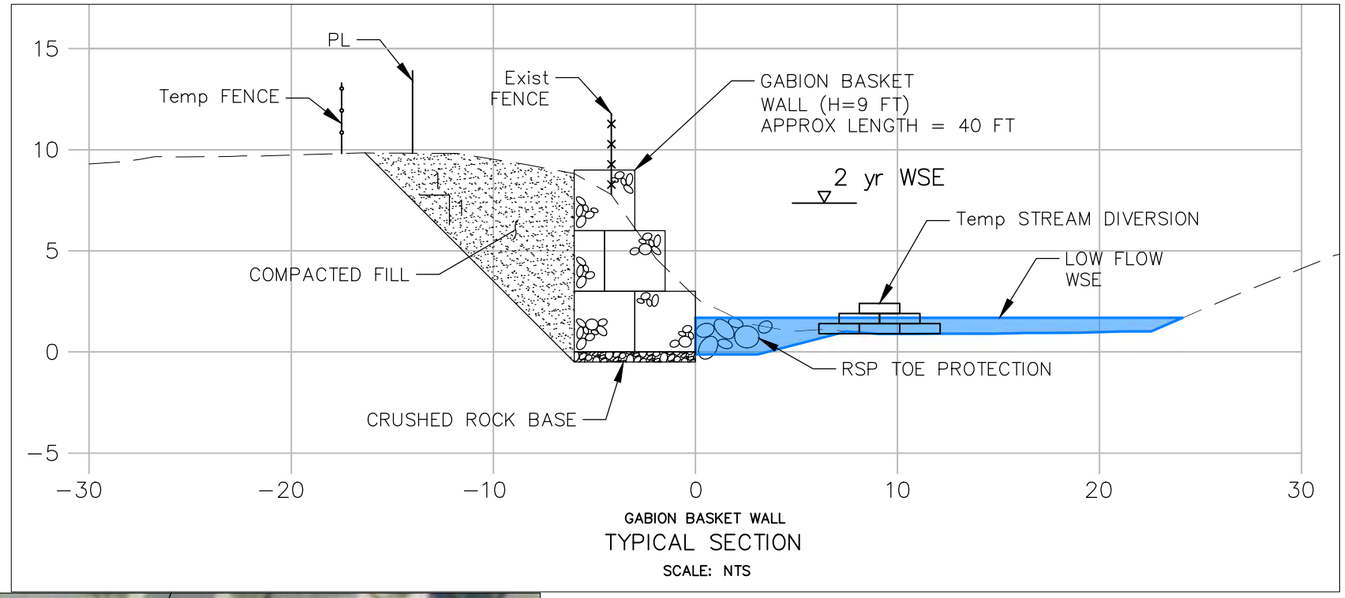
NOT FOR CONSTRUCTION

CIRBY CREEK BANK REPAIR PROJECT
USACE IMPACTS MAP

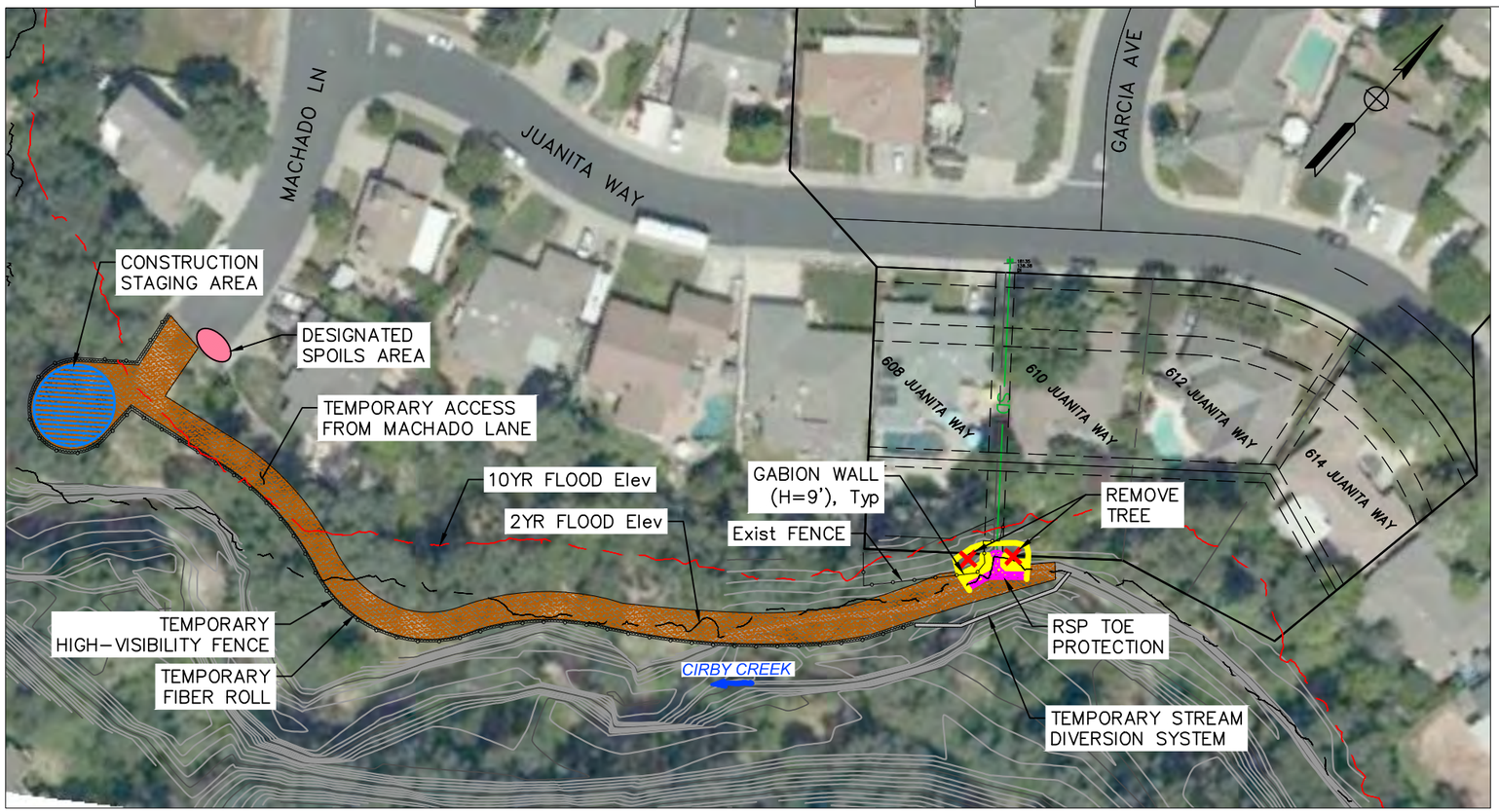
SHEET 4 OF 5

Xrefs: V-TPG-DryCreek_Topo-All[DCBT-X-UTL]V-BNDY-610_Juanita[_22x34 Border]Aquatic_Resources
Images: Sunrise_UTL.jpg[cropped COR black logo.tif]

Plotted: 07/15/2021 11:54:32. | Drawing: P:\6ROS013303-Juanita\TRANSP\EXHIB\USACE Exhibits\USACE-ImpactMap.dwg | Layout: IMPACTS | By: bwright



GABION BASKET WALL
TYPICAL SECTION
SCALE: NTS



PLAN VIEW
SCALE: 1" = 80'

ANTICIPATED CONSTRUCTION DURATION = 30 DAYS

CONSTRUCTION SEQUENCE:
PREPARATION PHASE:
1. CLEAR AND GRUBBING, TREE REMOVAL
2. INSTALL BMPS
3. ACCESS ROAD ALREADY IN PLACE
4. WITH MINIMAL FLOW INSTALL TEMPORARY CLEAR WATER DIVERSION (CASQA NS−5).

BANK STABILIZATION CONSTRUCTION PHASE:
5. EXCAVATE FOR GABION BASKETS
6. PLACE GABION BASKETS
7. INSTALL RSP AT TOE

REMOVALS AND CLEAN UP PHASE:
8. REMOVE TEMPORARY STREAM DIVERSION
9. REMOVE BMPS

CIRBY CREEK EROSION REPAIR

SEQUENCING AND CONSTRUCTION DETAILS

FIGURE 3

Enclosure 3

U S Army Corps of Engineers
Sacramento District

2021 Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits – February 25, 2022

33. Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges of dredged or fill material, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges of dredged or fill material, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse environmental effects. Following completion of construction, temporary fill must be entirely removed to an area that has no waters of the United States, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a separate section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the activity is conducted in navigable waters of the United States (i.e., section 10 waters) (see general condition 32). The preconstruction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to preproject conditions. (Authorities: Sections 10 and 404).

A. Regional Conditions

1. Regional Conditions for California
2. Regional Conditions for Nevada and Utah

B. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

☐ 1. **Navigation**.

☐ (a) No activity may cause more than a minimal adverse effect on navigation.

☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ 2. **Aquatic Life Movements**. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

☐ 3. **Spawning Areas**. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by

substantial turbidity) of an important spawning area are not authorized.

☐ 4. **Migratory Bird Breeding Areas**. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ 5. **Shellfish Beds**. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

☐ 6. **Suitable Material**. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

☐ 7. **Water Supply Intakes**. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ 8. **Adverse Effects From Impoundments**. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ 9. **Management of Water Flows**. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ 10. **Fills Within 100-Year Floodplains**. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ 11. **Equipment**. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

☐ 12. **Soil Erosion and Sediment Controls**. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

☐ 13. **Removal of Temporary Fills**. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

☐ 14. **Proper Maintenance**. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

☐ 15. **Single and Complete Project**. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

☐ 16. **Wild and Scenic Rivers**.

☐ (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: https://www.rivers.gov/.

☐ 17. **Tribal Rights**. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

☐ 18. **Endangered Species**.

☐ (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under

ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

☐ (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

☐ (e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

☐ (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

☐ (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at https://www.fws.gov/ or https://www.fws.gov/ipac/ and https://www.fisheries.noaa.gov/topic/endangered-species-conservation respectively.

☐ 19. **Migratory Birds and Bald and Golden Eagles**. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

☐ 20. **Historic Properties**.

☐ (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

☐ (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

☐ (d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (e) Prospective permittees should be aware that section 110(k) of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ 21. **Discovery of Previously Unknown Remains and Artifacts**. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

☐ 22. **Designated Critical Resource Waters**. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially

designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

☐ 23. **Mitigation**. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

☐ (d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

☐ (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

☐ (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

☐ (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

☐ (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse

environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

☐ (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

☐ (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

☐ (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

☐ (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

☐ (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

☐ (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

☐ (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

☐ 24. **Safety of Impoundment Structures**. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

☐ 25. **Water Quality**.

☐ (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

☐ (b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

☐ (c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

☐ 26. **Coastal Zone Management**. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal

zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

☐ 27. **Regional and Case-By-Case Conditions**. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

☐ 28. **Use of Multiple Nationwide Permits**. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

☐ (a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

☐ (b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

☐ 29. **Transfer of Nationwide Permit Verifications**. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

☐ 30. **Compliance Certification**. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

☐ (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

☐ (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

☐ (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

☐ 31. **Activities Affecting Structures or Works Built by the United States**. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

☐ 32. **Pre-Construction Notification**.

☐ (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested

information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

☐ (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed activity;

☐ (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

☐ (4)

☐ (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

☐ (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

☐ (iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

☐ (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

☐ (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required.

As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

☐ (8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

☐ (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

☐ (10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

☐ (c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

☐ (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

☐ (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

☐ (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days

of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

☐ (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

C. District Engineer's Decision

☐ 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

☐ 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

☐ 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

☐ 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior

approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

D. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

E. Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s) but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high-water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required, and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23).

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and

flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high-water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high-water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channel ward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

March 31, 2022

Regulatory Division (SPK-2021-00402)

Ms. Julianne Polanco
State Historic Preservation Officer
California State Department of Parks and Recreation
1725 23rd Street Suite 100
Sacramento, California 95816-7100
calshpo.ohp@parks.ca.gov

Dear Ms. Polanco:

We are responding to your October 20, 2021, letter (enclosed) which provided review and comments on the Corps' determination of eligibility and effect that issuing a permit (Undertaking) would have on cultural resources within the Area of Potential Effects (APE) for the Cirby Creek Bank Repair project. The approximately 0.31-acre project site is located along Cirby Creek, to the south of Juanita Way, and to the southwest of Machado Lane, Latitude 38.73331°, Longitude -121.22672°, in Roseville, Placer County, California.

In your letter you provided the following comment on the Crops' determination of effect:

"The COE has concluded that issuing a permit would have no adverse effect on historic properties and has requested review and comment on their finding of effect for the proposed undertaking. It is my understanding that no prehistoric or historic cultural resources were found within the APE, a finding of no historic properties affected might be more appropriate. If there is an historic property in the APE which will not be adversely affected, please provide further details and continue to consult. Should the COE reassess their finding of effect, please issue a letter stating such. I would not object to a finding of no historic properties affected, pursuant to 36 CFR § 800.4(d)(1)."

The Corps has reassessed the determination of effect the proposed undertaking would have on cultural resources within the project's APE. Because there are no prehistoric or historic cultural resources located within the APE, we have determined that issuing a permit would have no effect (i.e., no historic properties affected) on historic properties. In your letter referenced above, you stated you would not object to a finding of no historic properties affected. Therefore, we are considering consultation complete.

Please refer to identification number SPK-2021-00402 in any correspondence concerning this project. If you have any questions, please contact Denielle Wise, by email at *Denielle.F.Wise@usace.army.mil*, or telephone at (916) 557-7186. For more information regarding our program, please visit our website at *www.spk.usace.army.mil/Missions/Regulatory.aspx*.

Sincerely,

Kaitlyn A Pascus
Senior Project Manager
CA North Section

Enclosure

cc: (w/o encls)
Mr. Rjahja Canlas, City of Roseville Public Works, rcanlas@roseville.ca.us.
Ms. Sue Bushnell-Bergfalk, ICF, susan.bushnell-bergfalk@icf.com.

COUNCIL COMMUNICATION

CC #: 2094
File #: 0203-06

Title: Computers and Technology Equipment - Purchase Orders
Contact: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve purchase orders with CDW Technologies LLC for computers, technology equipment and software using Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and Omnia Contract R210401 for the Region 4 Education Service Center.

BACKGROUND

The Information Technology department (IT) maintains over 1,900 computers, 700 mobile phones and iPads, 350 servers, 250 terabytes of data storage and 185 network switches across the City to support important business functions. Regular and prompt replacement of aging computers and technology equipment is critical to ensure the effective and efficient operation of City business.

Staff recommends utilizing the Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and Omnia Contract #R210401 competitively bid contracts to obtain the best pricing available for the City.

FISCAL IMPACT

The total estimated cost for FY2022-23 is $750,000 and funding is included in the proposed FY2022-23 Information Technology Department budget and other departmental budgets.

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)). Computer and technology purchases do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

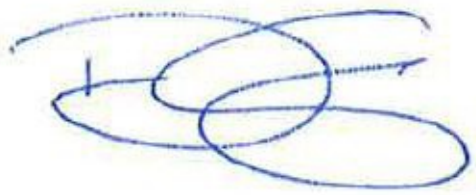
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services

Respectfully Submitted,

Traci Bringgold, Client Service Supervisor

Hong Sae, Chief Information Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

COUNCIL COMMUNICATION

CC #: 2092
File #: 0203-03

Title: Aqueous Ammonia (BACC 03-2021) - Contract Purchase Agreement
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve a contract purchase agreement (3001862) with Hill Brothers Chemical Company as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 03-2021 for the supply and delivery of aqueous ammonia for the Roseville Energy Park, and authorize the City Manager to execute it on behalf of the City of Roseville. 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. This will be the first of the three optional renewal years.

BACKGROUND

The Roseville Energy Park has an ongoing requirement for aqueous ammonia (ammonium hydroxide). The chemical is used in the selective catalytic reduction (SCR) air pollution control system to reduce emissions of nitrous oxide. 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 Bay Area Clean Water Agency 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 now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

The bid was awarded in March 2021 and allowed for optional renewal years, with this being the first of the three renewals of this contract. The services provided have been satisfactory and in accordance with the terms and conditions of the bid.

The original contract purchase agreement in 2021 did not require City Council approval because

the amount was under the bid limit, however, due to price increases from supply chain issues, that amount has surpassed the bid limit and now requires Council approval.

FISCAL IMPACT

The annual cost is $200,000. Funding is included in the Electric Department's proposed FY2022-23 Electric Fund budget. Projected spending for the remaining optional renewal years is as follows: FY2023-24, $210,000; FY2024-25, $221,000.

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 Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

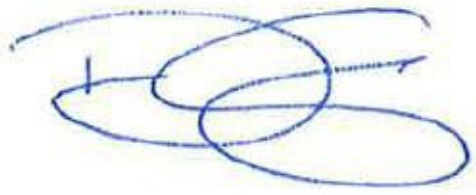
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
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 22-182

3001862 Hill Brothers Chemical Company

RESOLUTION NO. 22-182

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HILL BROTHERS CHEMICAL COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001862) for the supply and delivery of aqueous ammonia for the Roseville Energy Park, between the City of Roseville and Hill Brothers Chemical Company, 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 and all other related documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001862

Supplier Details:

Company	Hill Brothers Chemical Company
Contact	Adam Hill
Address	3000 East Birch Street
	Suite 108
	Brea, CA 92821

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001862

Agreement	**3001862**
Agreement Date	**06-APR-2022**
Revision	**0**
Agreement Amount	**200,000.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Hill Brothers Chemical Company** 3000 East Birch Street Suite 108 Brea, CA 92821
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	adamhill@hillbrothers.com

Description of Labor, equipment and/or materials

Vendor shall supply and deliver aqueous ammonia to the Roseville Energy Park on an as-need basis at a cost of $2.59 per gallon in accordance with all specifications, terms and conditions, and attachments of BACC Bid No. 03-2021. Deliveries to be made Monday - Friday between the hours of 7:00am-3:00pm. Pricing may fluctuate as-needed in accordance with an appropriate Consumer or Producer Price Index.

Please contact Tony Johnson in the Electric Department at 916-746-1656 or ajohnson@roseville.ca.us for questions regarding this contract.

*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
	11513	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2022	**30-Jun-2023**	**"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. 00843124

Contractor License No. N/A

DIR Registration No. 1000057586

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

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
Cyber Liability:
$1 Million/occurrence

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

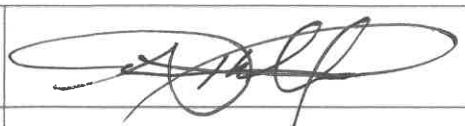
Insurance Submission Process

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:	Adam Hill
Title:	President/CEO

Supplier	
Signature:	
Print Name:	
Title:	

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

COUNCIL COMMUNICATION

CC #: 2097
File #: 0203-03

Title: Ferric Chloride (BACC 06-2022) – Contract Purchase Agreement
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a contract purchase agreement (3001884) with Kemira Water Solutions as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 06-2022 for the supply and delivery of Ferric Chloride for the Dry Creek Wastewater Treatment Plant, and authorize the City Manager to execute it on behalf of the City of Roseville. Staff further 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 Environmental Utilities Department's Dry Creek Wastewater Treatment Plant has an ongoing requirement for ferric chloride which is used to treat digesting sludge to reduce the amount of hydrogen sulfide gas produced during the digestion process. This chemical will be purchased as needed throughout the year.

In February 2022, the City participated in a regional chemical bid led by the Bay Area Chemical Consortium (BACC), with the Bay Area Clean Water Agency 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 now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The annual cost is $124,800. Funding is included in the Environmental Utilities Department's proposed FY2022-23 budget. Projected spending for the optional renewal years is as follows:

FY2023-24, $131,000; FY2024-25, $138,000; FY2025-26, $145,000.

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 Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

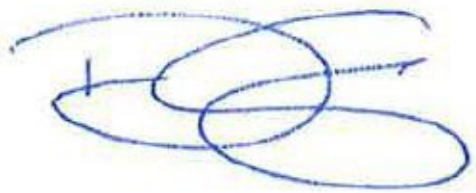
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
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 22-185

3001884 Kemira Water Solutions with Delegation

RESOLUTION NO. 22-185

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

WHEREAS, a contract purchase agreement (3001884) for the supply and delivery of Ferric Chloride for the Dry Creek Wastewater Treatment Plant, between the City of Roseville and Kemira Water Solutions, 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 and all other related documents 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001884

Supplier Details:

Company	Kemira Water Solutions Inc
Contact	Christina Imbrogno
Address	4321 W 6th Street
	Lawrence, KS 66049

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001884

Agreement	**3001884**
Agreement Date	**11-APR-2022**
Revision	**0**
Agreement Amount	**124,800.00 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
Kemira Water Solutions Inc
4321 W 6th Street

Lawrence, KS 66049
Phone: (785) 842-7424
Fax: ()
Email: kwsna.bids@kemira.com

Description of Labor, equipment and/or materials

Vendor shall supply and deliver ferric chloride to the Dry Creek Wastewater Treatment Plant on an as-needed basis at a cost of $1,248.00 per dry ton in accordance with all specifications, terms and conditions, and attachments of BACC Bid No. 06-2022. Deliveries to be made Monday - Friday between the hours of 7:00am - 3:00pm.

Start Date: Upon executed agreement
End Date: 6/30/23

Please contact Jason Fick in the Environmental Utilities dept at 916-746-1940 for questions regarding this contract.

*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
	15250	**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.

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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.

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    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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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.

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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. application submitted

Contractor License No. N/A

DIR Registration No. 1000042888

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

COR Insurance Over Bid Limit

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
Cyber Liability:
$1 Million/occurrence

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

COR Signature-City Manager

Supplier	
Signature:	
Print Name:	Christina M. Imbrogno
Title:	Commercial Support Manager

Supplier	
Signature:	
Print Name:	Gayla Walker
Title:	Commercial Support Specialist

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

KEMIRA WATER SOLUTIONS, INC.

CERTIFICATE OF THE SECRETARY

As of April 27, 2022

The undersigned, Susan B. Radcliffe, hereby certifies that she is the duly elected, qualified and acting Vice President and Secretary of Kemira Water Solutions, Inc., a Delaware corporation (the "***Corporation***"), and the undersigned hereby further certifies that:

1. As of the date hereof, the persons named below are the duly elected and qualified officers of the Corporation holding the offices set forth opposite their respective names:

Officers	Title
Michael Cavallero	President
Paul Kimberling	Vice President, Finance & Accounting, Americas
Manuel Moreau	Vice President, Manufacturing and Logistics, Coag, I&W, NA
Kelly Forrester	Director, Supply Chain Management, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Jackie Whitehead	Director, Human Resources, Americas
Kasthuri Ramkumar	Treasurer
Jonathon Wilburn	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Robert L. Turner, IV	Assistant Secretary

2. Attached hereto as Exhibit A is a true and correct excerpt from the resolutions adopted by the Board of Directors of the Corporation by Written Consent in Lieu of an Annual Meeting, dated August 16, 2021, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

3. Attached hereto as Exhibit B is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Written Consent in Lieu of a Special Meeting, dated December 31, 2021, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the Secretary as of the date first written above.

Susan B. Radcliffe
Vice President and Secretary

EXHIBIT A

Written Consent of the Board of Directors in Lieu of an Annual Meeting, dated August 16, 2021

Removal and Appointment of Officers

RESOLVED, that all of the officers appointed by the Board prior to the date hereof is hereby removed from their respective offices;

FURTHER RESOLVED, that the following named persons be, and hereby are, elected to the offices of the Corporation opposite their respective names, each to serve until his/her successor is duly elected and qualified or his/her earlier resignation or removal:

Name	Title
Michael Cavallero	President
Paul Kimberling	Vice President, Finance & Accounting, Americas
Manuel Moreau	Vice President, Manufacturing and Logistics, Coag, I&W
Kelly Forrester	Director, Supply Chain Management, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Jackie Whitehead	Director, Human Resources, Americas
Kasthuri Ramkumar	Treasurer
Jonathon Wilburn	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Wilson	Assistant Secretary
Robert L. Turner, IV	Assistant Secretary

FURTHER RESOLVED, that the above-named officers are empowered to carry out the day-to-day business of the Corporation, subject to the direction and control of the Corporation's Board; and

FURTHER RESOLVED, that each of the officers of the Corporation be, and each of them, with full authority to act without the others, hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds, and things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreement, undertakings, documents, instruments, or certificates in the name and on behalf of the Corporation or otherwise as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions.

Signature Authority

FURTHER RESOLVED, that effective as of the date hereof, **Christina Imbrogno** ("***Imbrogno***") and **Gayla Walker** ("***Walker***") as authorized persons, are hereby authorized, empowered and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation product bids and product contracts for the sale of inorganic coagulants to municipal customers and advanced water treatment customers for the Industry and Water Segment, excluding industrial customers for oil and gas applications.

EXHIBIT B

Written Consent of the Board of Directors in Lieu of a Special Meeting, dated December 31, 2021

Resignation of Officer

WHEREAS, Adisty Wilson has tendered her resignation as Assistant Secretary of the Corporation, effective as of January 28, 2022; and

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 28, 2022, the resignation of Adisty Wilson as Assistant Secretary of the Corporation is hereby accepted.

COUNCIL COMMUNICATION

CC #: 2101
File #: 0206-03-01 & 0400-09-01

Title:	Creekview Community Facilities District No. 1 - Improvement Area No. 2 Annexation - Resolution of Intention to Annex Territory
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt a Resolution of Intention to Annex Territory to Creekview Community Facilities District No. 1 (Public Facilities) and to Authorize the Levy of Special Taxes Therein. Staff also recommends that Council set Wednesday July 6, 2022 at 6:00 p.m. in the Roseville City Council Chambers at 311 Vernon Street, Roseville, California as the time and place to conduct a public hearing on the annexation.

BACKGROUND

Creekview Community Facilities District (CFD) No. 1 (Public Facilities) was formed November 6, 2019 with Resolution 19-456. A future Annexation Area was established at that time.

At the developer's request, an area being designated "Improvement Area No. 2" is being annexed into the CFD, leaving the remaining annexation areas for future development. Improvement Area No. 2 includes Phase 3 and 4 of the Project and includes a total of 729 residential lots. The Phase 5 annexation is not yet determined and could annex into Improvement Area No. 2, or be its own improvement area in the future.

FISCAL IMPACT

The CFD generates special taxes that will be paid by the property owners sufficient to pay the costs of the 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 annexation 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 resolution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

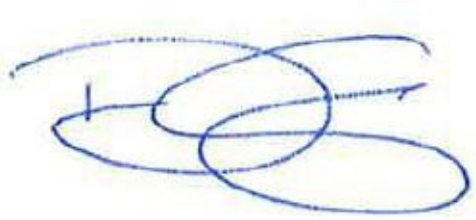
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-186

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 22-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO ANNEX TERRITORY TO CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Creekview Community Facilities District No. 1 (Public Facilities) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code and formed the CFD pursuant to Resolution No. 19-456 adopted on November 6, 2019 (the "Resolution of Formation") and thereby also established a Future Annexation Area for the CFD (the "Future Annexation Area"); and

WHEREAS, the Resolution of Formation provides that annexations into the CFD from land within the Future Annexation Area may be made by unanimous consent of the landowner without Council action, provided however, if a maximum special tax amount for an Improvement Area to be newly established is greater than 120% of the maximum amount applicable in Improvement Area No. 1 of the CFD, Council action shall be required to establish such Improvement Area and differing Rate and Method; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to establish Improvement Area No. 2 within the CFD and provide for a Rate and Method applicable to Improvement Area No. 2.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

2. Territory Described. The name of the existing CFD is "City of Roseville Creekview Community Facilities District No. 1." The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on October 11, 2019 in Book 3 at Page 89, as Document No. 2019-0079578 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the annexation of Improvement Area No. 2 to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Placer within fifteen days of the date of adoption of this resolution.

3. The Facilities and Services. The types of public facilities and services financed by the CFD and pursuant to the Act consist of those municipal facilities and services (the "Facilities and Services") as described in Exhibit B to Resolution of Formation. It is presently intended that the Facilities and Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities and Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes.

The special tax proposed to pay for Services component to be supplied within the territory proposed to be annexed will be equal to the special taxes levied to pay for the same Services in the CFD, except that a higher or lower tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the CFD.

The existing rate and method of apportionment of special tax (the "Existing Rate and Method") among the parcels of real property within the existing territory of the CFD, as described in Exhibit B to the Resolution of Formation, will be altered as described in Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 2 ("IA2 RMA"), which is attached to this Resolution as Exhibit A.

The proposed rate and method of apportionment of the special tax among the parcels of real property within Improvement Area No. 2 of the CFD for the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in the IA2 RMA.

5. Hearing. Wednesday, July 6, 2022 at 6:00 p.m. or as soon as possible thereafter, in the Civic Center, Council Chambers, 311 Vernon Street, Roseville, CA 95678, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.

6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD, including the area to be annexed to the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. The City Clerk may also cause a copy of such notice and a copy of this Resolution to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which notice and resolution shall be mailed at least fifteen days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

7. Effective Date. This Resolution shall take effect upon its adoption.

*** * * * * ***

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____ day of_____, 2022, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

City of Roseville
Creekview Community Facilities District No. 1—
Improvement Area No. 2
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

---

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Community Facilities District No. 1—Improvement Area No. 2 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of Improvement Area No. 2, including, but not limited to, these for Improvement Area No. 2:

a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).

b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).

c. Costs of remitting the Special Taxes to the Trustee.

d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.

e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.

f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or obligated persons disclosure requirements.

g. Costs associated with preparing Special Tax disclosure statements.

h. Costs incurred in responding to public inquiries regarding the Special Taxes.

i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.

j. Costs associated with the release of funds from an escrow account, if any.

k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.

l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to Section 4.

"Annexation Parcels" means a Parcel or Parcels annexed to the CFD after formation. Parcels annexed into the CFD after formation may be placed into a new Improvement Area or included in Improvement Area No. 1 or No. 2. The Maximum Annual Special Tax will be assigned to Parcels in the Future Annexation Area using the provisions of Section 4. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from the other Parcels in the CFD and shall be placed in an area designated as a separate zone or improvement area of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Facilities Costs" means, for any Fiscal Year, the total of these for Improvement Area No. 2:

a. Debt Service to be paid from Facilities Special Taxes.

b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.

c. Administrative Expenses for such Fiscal Year.

d. 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, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous 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 such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

f. Authorized Pay-As-You-Go Costs.

g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

h. *Less* any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these for Improvement Area No. 2:

a. Authorized Services costs to be paid from Maintenance Special Taxes.

b. Administrative Expenses for such Fiscal Year.

c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.

d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, or at annexation, as shown in Attachment 1.

"Authorized Facilities" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded, as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2021, and ending June 30, 2022.

"Bond(s)" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means Creekview Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California, including all Improvement Areas therein.

"Chief Financial Officer" or "CFO" means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Deferral Bonding Period.

"Developed Parcel" means, in any Fiscal Year:

a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.

c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"Development Agreement" means the Development Agreement By and Between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennet West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville, LP, and Chuang relative to the Creekview Specific Plan dated November 28, 2012, and assigned to Anthem United Developments, LP on May 24, 2019, or as may be amended from time to time.

"Development Impact Fee Deferral" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"Expected Land Use(s)" means, for each Improvement Area, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in Attachment 3 of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

"Facilities Special Tax" means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in Attachments 2 and 3, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels in the CFD.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Full Prepayment" means the fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"High Density Residential" means, per the Creekview Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"Improvement Area" means an area within the CFD with its own distinct geographic area in which the provisions of this RMA shall apply. If there are more than one Improvement Areas, each Improvement Area shall have its own distinct number that is different from any other Improvement Area.

"Improvement Area No. 2" means the area designated as such on Map 1.

"Initial Bonding Period" means the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Initial Bonding Period.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Low Density Residential" means, per the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"Maintenance Special Tax" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in Attachment 4.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 2, 3, and 4.

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 2, 3, or 4.

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 2, 3, or 4.

"Maximum Annual Special Tax Rate" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in Attachments 2, 3, and 4, as subsequently escalated by the Tax Escalation Factor.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"Maximum Annual Maintenance Special Tax Revenue" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium Density Residential" means, per the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"Mixed Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or "Multifamily For-Rent Parcel" means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or "Multifamily For-Sale Parcel" means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is

the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in Attachment 1 at formation of the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Partial Prepayment" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"Pay-As-You-Go Costs" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"RMA" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or "Subdivided" means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in Attachments 2, 3, and 4.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to Attachment 1, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of Section 4.i.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for Improvement Area No. 2, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2086-87, and, for parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 2, the earlier of (a) after the Initial Bonding period for that Improvement Area, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area.

"Transition Year" means, for each Improvement Area separate from the other, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

Improvement Area No. 2

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

Future Annexation Area Parcels

For parcels within the Future Annexation Area annexed into an Improvement Area other than Improvement Area No. 1 and No. 2, the Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) sixty-five Fiscal Years following the first full Fiscal Year after the date of creation of such Improvement Area. The

Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to each Improvement Area on a stand-alone basis. For each Improvement Area, tasks required of the Administrator are set forth below:

a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.

b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. Attachment 3 identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 2, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Facilities Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Facilities Special Tax per Unit or Acre shown in Attachment 2 as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Facilities Special Taxes. Annexation Parcels will be included in a new Improvement Area and not be annexed into Improvement Area No. 1 or No. 2. Attachments 1 or 2 shall be amended, or a new attachment created, to include the new Improvement Area, the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Facilities Special Taxes are created, Attachments 1, 2, and 3 should be amended to reflect the Maximum Annual Facilities Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in Section 4.d. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but

otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

   1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:

      A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

      B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.

      C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in Attachment 2 to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided and if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

   A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.

   B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

   C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

   D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in Attachment 2 to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable

Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels and if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

3. <u>If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels</u>:

   A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.

   B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each

Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.

C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in Attachment 3. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

   If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

   A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from Attachment 2 by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.

   B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from Attachment 2 by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.

   C. Sum the results from Section 4.d.4.A and Section 4.d.4.B.and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in Attachment 2, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.

f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in Attachment 3 were determined based on the Expected Land Uses for each Large Lot Parcel shown in Attachment 1. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to Attachments 1, 2, or 3 of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and Attachments 1, 2, or 3. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

g. Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. At the request of the developer/builders, the Maximum Annual Special Taxes set forth in Attachments 2, 3 and 4 may be reduced for a given Tax Category, once, prior to the First Bond Sale. The reduction in this paragraph (g) may occur in a single Tax Category or multiple Tax Categories, and there shall be no requirement that the reduction in one Tax Category be proportionate to the reduction in another Tax Category. Such reduction shall be made without a vote of the qualified electors within the CFD following discussion with the developers/builders and the City. Any such reduction shall occur at least 30 days prior to the First Bond Sale. The Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded.

h. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of Sections 4 and 5 of the RMA.

i. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Separately, the provisions of Section 5 shall apply to each Improvement Area. For each Improvement Area, tasks required of the Administrator are set forth below:

a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in Attachment 4, as adjusted by the Tax Escalation Factor.

b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in Section 4.d to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. *When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.*

c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in Attachment 4 as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum

Annual Maintenance Special Taxes. Attachment 1 may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, Attachment 4 should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in Attachment 4, as adjusted by the Tax Escalation Factor.

e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of Sections 5 and 6 of the RMA.

f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

Separately for each Improvement Area, the Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in Section 2, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:

   1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.

   2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Section 4.

c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. Following the Transition Even, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Sections 4 and 5.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

Separately for each Improvement Area, the Administrator shall follow the special tax levy procedures described below.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in Sections 4, 5, and 6. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in Section 2.

b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

   Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3*., the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in Section 2.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3*., the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3*., equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to Section 10, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

   The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a "buy down" of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. For example, if a builder made a partial prepayment of 15 percent, a subsequent owner could make another partial prepayment of 10 percent or 35 percent bringing the total sum or partial prepayments to 25 percent or 50 percent respectively of the Full Prepayment. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City's opinion, have the Prepayment reflected in the following Fiscal Year's Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of Sections 4, 5, and 6. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the

Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.

Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

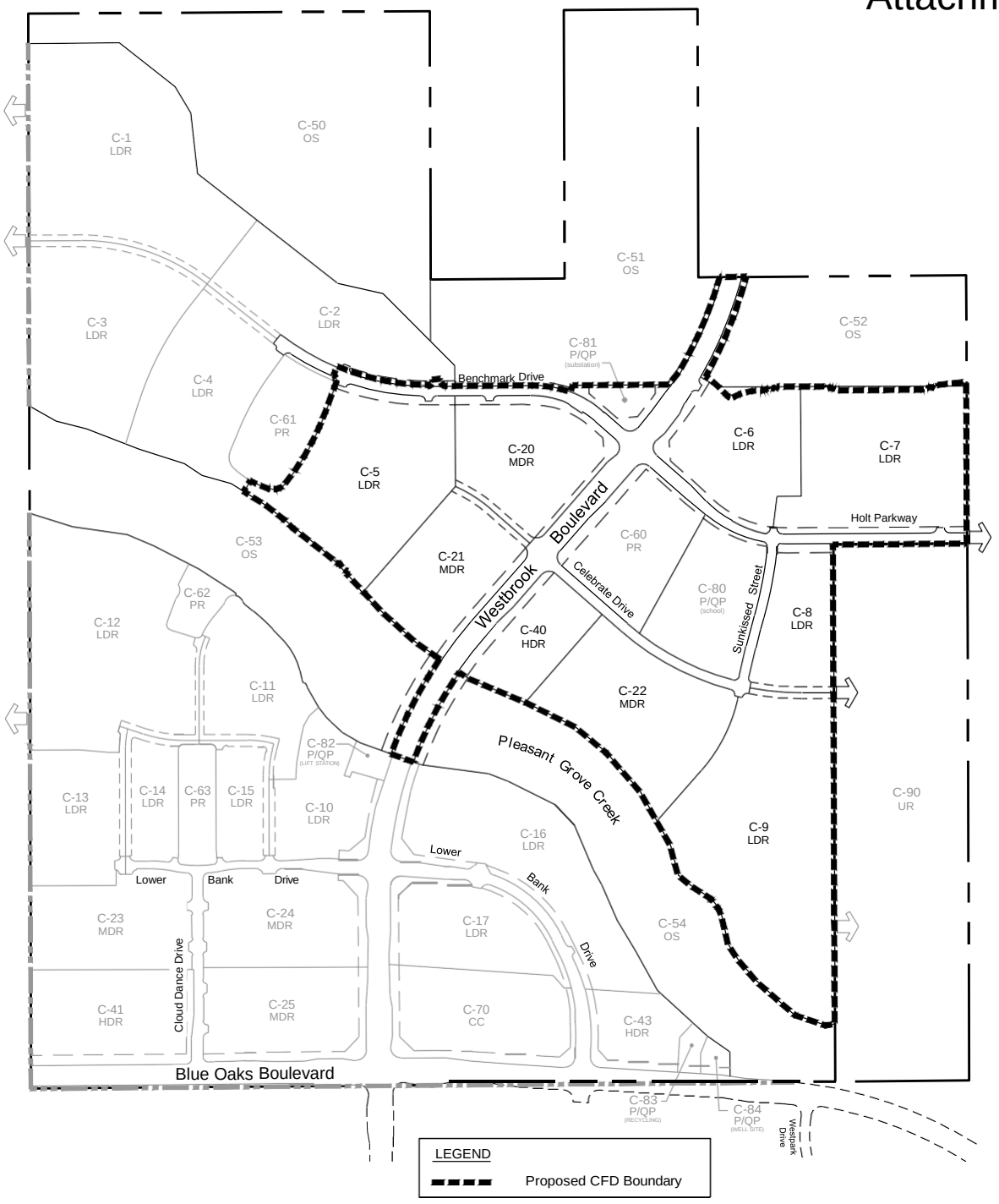
The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or

other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1



LOT NO.	LAND USE	ACREAGE	DU
C-5	LDR	13.43	74
C-6	LDR	8.05	48
C-7	LDR	14.11	74
C-8	LDR	5.7	32
C-9	LDR	21.8	97
C-20	MDR	8.79	96
C-21	MDR	7.92	95
C-22	MDR	11.3	104
C-40	HDR	5.2	168
TOTAL		**96.3**	**788**

Creekview Community Facilities District #1 (Improvement Area 2) Identification of Large Lots

NORTH 0 400 800

April 2022

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[1] P:\18431\survey-MS\mapping\desc\CFD\LargeLots-IDBase.dwg

Attachment 2
Creekview CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2021-22 (Improvement Area No. 2) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre: Before Transition Event [1]	After Transition Event
Residential Uses	***per Unit***	***per Unit***
Low Density Residential (LDR)	$3,050.00	$0.00
Medium Density Residential (MDR)	$2,400.00	$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$0.00
Affordable High Density Residential [2]	$0.00	$0.00
Very Low Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	***per Taxable Acre***
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$26,478.00	$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3
Creekview CFD No. 1 (Public Infrastructure)
Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2021-22 (Improvement Area No. 2)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses: Acres	Expected Land Uses: Planned Units	Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned Maximum Annual Facilities Special Tax per Taxable Acre	Assigned Maximum Facilities Special Tax per Village
Improvement Area No. 2						**[2] [3]**	**[2] [3]**	**[2] [3]**
Phase 3								
C-5	Por. 017-101-056	LDR	13.60	74	5.44	$3,050	$0	$225,700
C-9	Por. 017-101-054 and 017-101-055	LDR	21.80	97	4.45	$3,050	$0	$295,850
C-21	Por. 017-101-056	MDR	7.70	77	10.00	$2,400	$0	$184,800
C-22	Por. 017-101-054 and 017-101-055	MDR	11.30	82	7.26	$2,400	$0	$196,800
C-40	Por. 017-101-054 and 017-101-055	HDR	5.20	168	32.31	$0	$0	$0
Phase 4								
C-6	Por. 017-101-054	LDR	8.00	48	6.00	$3,050	$0	$146,400
C-7	Por. 017-101-054 and 017-101-058	LDR	13.90	74	5.32	$3,050	$0	$225,700
C-8	Por. 017-101-055	LDR	5.70	32	5.61	$3,050	$0	$97,600
C-20	Por. 017-101-056	MDR	8.70	77	8.85	$2,400	$0	$184,800
C-60	Por. 017-101-056	Park	7.40	n/a	0.00	$0		$0
C-80	Por. 017-101-054	PQP	7.00	n/a	0.00	$0		$0
C-81	Por. 017-101-055	PQP	0.90	n/a	0.00	$0		$0
Totals			**111.20**	**729**				**$1,557,650**

att3

[1] Indicates village identifier assigned by City in the Creekview Specific Plan.
[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

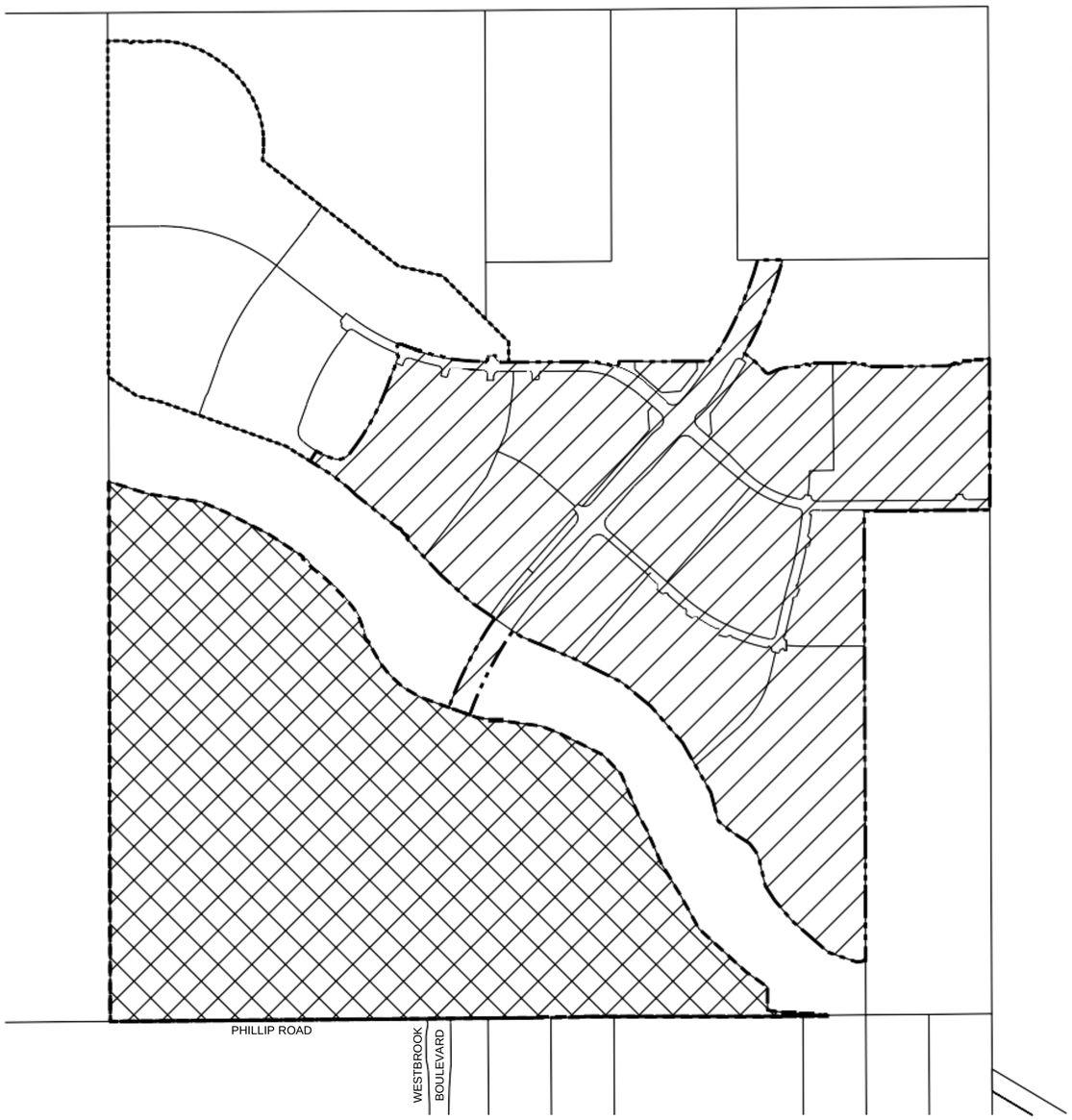
Attachment 4
Creekview CFD No. 1 (Public Infrastructure)
(Improvement Area No. 2
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2021-22 (Improvement Area No. 2) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre Before Transition Event [1]	 After Transition Event [1]
Residential Uses	***per Unit***	***per Unit***
Low Density Residential (LDR)	$0.00	$1,525.00
Medium Density Residential (MDR)	$0.00	$1,200.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$600.00
Affordable High Density Residential [2]	$0.00	$0.00
Very Low Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$0.00	$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.



PROPOSED BOUNDARY MAP

CITY OF ROSEVILLE
CREEKVIEW COMMUNITIES FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE ● PLACER COUNTY ● CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____ 2022.

_____
SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2022 BY IT'S RESOLUTION NO. _____.

_____
SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ___ DAY OF _____, 2022, AT THE HOUR OF __ O'CLOCK _ M. IN BOOK ___ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

N

0 250 500 1000
SCALE: 1"=500

LEGEND

EXISTING BOUNDARY OF IMPROVEMENT AREA NO. 1

PROPOSED CFD BOUNDARY AND
BOUNDARY OF IMPROVEMENT AREA NO. 2

AREAS OF FUTURE ANNEXATION

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road Suite 100, Roseville, CA 95661 (916) 773-1511

MAY 2022

SHEET 1 OF 1 18431.CFD

COUNCIL COMMUNICATION

CC #: 2095
File #: 0800-02

Title:	Sanitary Survey Update of the American River Watershed Area – Memorandum of Understanding
Contact:	Stephen Peterson 916-746-1996 speterson@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute a Memorandum of Understanding (MOU) regarding contracting and apportionment of costs for a sanitary survey update of the American River Watershed area and related activities.

BACKGROUND

The purpose of this MOU is to memorialize an agreement and understanding of the Parties with respect to apportionment of costs for the 2023 Watershed Sanitary Survey Update of the American River Watershed Area ("Update"), for technical memoranda related to the Update but not included in it, and for optional source water protection follow-up activities related to the Update recommendations.

The Parties each are required by the State Water Resources Control Board, Division of Drinking Water to comply with regulations passed in June 1991 requiring all water suppliers using surface water sources to complete a sanitary survey of their respective watershed(s) and to provide an update report every five years (see California Code of Regulations, Title 22, Division 4, Chapter 17, Article 7, §64665).

This Update also will be used to complete the watershed portion of the sanitary survey required for all surface water users as part of the Federal Interim Enhanced Surface Water Treatment Rule passed in December 1998 (see Federal Register, Vol. 63, No. 241, December 16, 1998, pp. 69478 et seq., amended Jan. 16, 2001, 66 Fed. Reg. 3770).

The Parties believe it to be in their best interests, as well as the public's best interest, to enter into a contract with a consultant to conduct the Update and to cooperatively and jointly share in the cost of this Update and of technical memoranda related to the Update but not included in it.

Some of the Parties also may desire to share costs of optional source water protection follow-up

activities.

Staff recommends that the City Council authorize the City Manager to execute a Memorandum of Understanding regarding contracting and apportionment of costs for a Sanitary Survey Update of the American River Watershed area and related activities. The City of Roseville, City of Sacramento, Carmichael Water District, City of Folsom, East Bay Municipal Utility District, El Dorado Irrigation District, Folsom State Prison, Georgetown Divide Public Utility District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, and San Juan Water District are party to this collaborative agreement.

FISCAL IMPACT

The total cost for this Update will not exceed $250,200, with the City's allocated share being $21,610. Roseville's share will be paid from the existing budget within the Water Utility, from the Water Treatment and Storage cost center budget funded from the Water Operations Fund, which receives revenue from water utility sales.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to feasibility and planning studies for possible future actions which the agency has not approved or funded (CEQA Guidelines §15262). Because the American River Watershed Sanitary Survey only authorizes a study of the watershed, it is statutorily exempt from CEQA review.

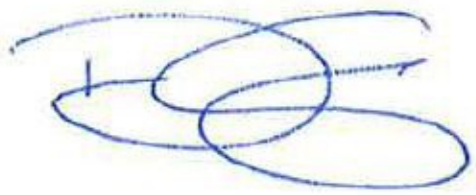
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Stephen Peterson, Water Treatment Plant Chief Operator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-183

2023 ARWSS MOU

RESOLUTION NO. 22-183

APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CARMICHAEL WATER DISTRICT, THE CITY OF FOLSOM, THE CITY OF SACRAMENTO, EAST BAY MUNICIPAL UTILITY DISTRICT, EL DORADO IRRIGATION DISTRICT, FOLSOM STATE PRISON, GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, GOLDEN STATE WATER COMPANY, PLACER COUNTY WATER AGENCY, SACRAMENTO COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding Regarding Contracting and Apportionment of Costs for a Sanitary Survey Update of the American River Watershed Area and Related Activities, by and between the Carmichael Water District, the City Of Folsom, the City Of Sacramento, East Bay Municipal Utility District, El Dorado Irrigation District, Folsom State Prison, Georgetown Divide Public Utility District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, San Juan Water District and the City Of Roseville, has been reviewed by the City Council;

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
REGARDING CONTRACTING AND APPORTIONMENT OF COSTS FOR
A SANITARY SURVEY UPDATE OF
THE AMERICAN RIVER WATERSHED AREA AND RELATED ACTIVITIES

This Memorandum of Understanding (”MOU”) is entered into on _____, 2022, by and between Carmichael Water District (“CWD”), the City of Folsom (“Folsom”), the City of Roseville (“Roseville”), the City of Sacramento (“Sacramento”), East Bay Municipal Utility District (“EBMUD”), El Dorado Irrigation District (“EID”), Folsom State Prison (”FSP”), Georgetown Divide Public Utility District (“GDPUD”), Golden State Water Company (“GSWC”), Placer County Water Agency (“PCWA”), Sacramento County Water Agency (“SCWA”), and San Juan Water District (“SJWD”), each referred to herein as a “Party” and collectively referred to herein as the “Parties”.

RECITALS

A. The purpose of this MOU is to memorialize an agreement and understanding of the Parties with respect to apportionment of costs for the 2023 watershed sanitary survey update of the American River Watershed Area (“Update”), for technical memoranda related to the Update but not included in it, and for optional source water protection follow-up activities related to the Update recommendations.

B. The Parties each are required by the State Water Resources Control Board, Division of Drinking Water to comply with regulations passed in June 1991 requiring all water suppliers using surface water sources to complete a sanitary survey of their respective watershed(s) and to provide an update report every five years (*see* California Code of Regulations, Title 22, Division 4, Chapter 17, Article 7, §64665).

C. This Update also will be used to complete the watershed portion of the sanitary survey required for all surface water users as part of the Federal Interim Enhanced Surface Water Treatment Rule passed in December 1998 (see Federal Register, Vol. 63, No. 241, December 16, 1998, pp. 69478 et seq., amended Jan. 16, 2001, 66 Fed. Reg. 3770).

D. The Parties believe it to be in their best interests, as well as the public’s best interest, to enter into a contract with a consultant to conduct the Update and to cooperatively and jointly share in the cost of this Update and of technical memoranda related to the Update but not included in it.

E. Some of the Parties also may desire to share costs of optional source water protection follow-up activities.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. Technical Committee: The Parties hereby form a Technical Committee consisting of one representative of each of the Parties, as identified on the list titled: "American River Watershed Sanitary Survey 2023 Update - Representatives", attached hereto as Exhibit A and fully incorporated herein by this reference. A named representative may designate an individual to act on the representative's behalf for a specified time.

   The purpose of the Technical Committee will be: a) to share information related to the technical work for the Update; b) to review consultant progress reports and work products for the Update; c) to discuss consultant recommendations concerning the Update; d) to consider optional source water protection follow-up activities related to the Update; and e) to take such other action as the Technical Committee deems appropriate to further the interests of the Parties related to the Update.

   The Technical Committee shall meet as needed, at such times and places as the Technical Committee may agree. The Technical Committee serves the limited purposes set forth above and shall be dissolved once the specific tasks set forth in this Update have been completed. Attendance at meetings may be in person, by telephone, by video conference, or by any other means agreed to by a majority of the Parties' representatives.

2. Decisions of Technical Committee: A minimum of 7 representatives shall constitute a quorum which shall be necessary for the Technical Committee to take action at any meeting.

   The Parties expect and intend those decisions of the Technical Committee will be made by unanimous agreement of the representatives present at the meetings, except that in the event of disagreement over any decision, the representatives present will vote to resolve the disagreement, with each representative having one vote, and the vote of the majority of representatives present will be the decision of the Technical Committee.

   If a decision cannot be made by consensus or majority vote, as described above, then a meeting will be held between the representatives listed in Exhibit A to resolve the disagreement.

3. Selection of Consultant: Sacramento will act as the lead agency in selecting and contracting with one or more consultants to complete the Update and prepare technical memoranda related to the Update but not included in it. Selection will be in accordance with standard City of Sacramento consultant selection procedures. Sacramento's professional services agreement will require the consultant to: (a) carry professional liability insurance; and (b) name the other parties to this MOU as additional insureds, and indemnify the other parties to this MOU, to the same extent that the consultant is required to name Sacramento as an additional insured and indemnify Sacramento. At any Party's request, Sacramento shall provide a copy of any agreement, procedure, or other related material, whether draft or final.

4. Cost Sharing, Invoices: Sacramento will be responsible for administering all contracts for consultant services to perform the Update and to prepare technical memoranda related to the Update but not included in it. It is understood and agreed, however, the Parties shall each pay a percentage of the contract amount. The Parties also shall share project management costs incurred by Sacramento for activities of mutual benefit to the Parties, such as contract management, agency coordination, and oversight of the consultant, in a total amount not to exceed $10,000. The Parties' percentage shares for the consultant contract(s) and for the Sacramento project management costs for activities related to the Update and any technical memoranda related to the Update but not included in it, as well as the not-to-exceed amounts are set forth in Exhibit B, attached hereto and incorporated by this reference.

   Consistent with Exhibit B, (i) the estimated project costs for the Update and any technical memoranda related to the Update but not included in it, including the project management costs described above, are approximately $222,200; and (ii) this MOU provides for an additional $28,000 to provide a contingency for unforeseen additional costs and a reasonable range of potential consultant costs for the Update.

   Sacramento will invoice the other Parties in arrears for consultant and project management costs. Within 45 days of invoice(s) receipt each Party shall remit its percentage share of the invoice(s) to reimburse Sacramento for payment of the consultant and project management costs. Sacramento will make all reasonable efforts to provide invoices on a quarterly basis.

   Copies of consultant invoices will be distributed to the Technical Committee representatives at the time of invoicing for partner agency cost share, or upon request at any time. In the event one or more Parties believe an invoice should not be paid in whole or in part, the dispute shall be resolved by the Technical Committee as set forth in Section 2 herein.

   The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts; provided, however, that notwithstanding any provision contained herein (except Section 5 of this MOU), Sacramento shall be reimbursed by each of the other Parties for their respective percentage share of any and all money ultimately paid to the consultant by Sacramento and project management costs incurred by Sacramento, subject to the provisions of this Section 4 and the price ceiling specified in Section 5.

   The Parties' percentage shares set forth in Exhibit B may only be changed by amendment to this MOU as provided in Section 9, below.

5. Price Ceiling: In no case shall the total costs shared pursuant to Section 4 of this MOU exceed $250,200, except by amendment of this MOU. This price ceiling shall not apply to costs for supplemental tasks requested and agreed to by, and for the

benefit of, fewer than all of the agencies listed on Exhibit B. Any supplemental tasks will be provided for and agreed to by separate written agreement. The Scope, Schedule, and Budget Summary for the Update and for technical memoranda related to the Update but not included in it is set forth in in row A of Exhibit C, attached hereto and incorporated by this reference.

6. Additional Cost Sharing: Based on the results of the Update, the Parties may wish to share in the costs of optional joint source water protection follow-up activities. By way of example only, the Parties may wish to agree to:

- Watershed activities of mutual interest that benefits all parties to this MOU.
- Watershed activities on the Lower American River that benefits CWD, Sacramento, EBMUD, GSWC, and SCWA.
- Watershed activities that benefit EBMUD and SCWA.

Participation in such activities shall be at the option of each Party, and for participating Parties such activities shall be conducted, and costs shall be shared as provided in this Section 6. For these activities, Sacramento will contract with the consultant(s) performing such activities and will provide project management and direction to such consultant(s), with input from the participating Parties' Technical Committee representatives. Sacramento shall provide the participating Parties a proposed budget for these activities on an annual basis. A Party's participation in such activities shall be confirmed in writing by the participating Party's Technical Committee representative after receipt of the proposed annual budget. The costs of each such activity will be split evenly among the participating agencies that benefit from such activity.

The Scope, Schedule, and Budget Summary for the optional joint source water protection follow-up activities are set forth in rows B through F of Exhibit C. Notwithstanding any other provision of this MOU, and consistent with Exhibit C, no participating Party shall be required to pay more than $30,000 during a fiscal year for its share of all optional joint source water protection follow-up activities under this Section 6, except as may be otherwise agreed in writing by each such participating Party. If requested by Sacramento, the Parties participating in an optional joint source water protection follow-up activity will each pay an equal share of the cost of Sacramento's project management services for such activity, provided that such cost share shall not exceed $600 per participating Party for any given optional joint source water protection follow-up activity, except as may be otherwise agreed in writing by each such participating Party.

Sacramento will invoice in arrears the Parties participating in such additional activities for each Party's share of the applicable consultant and project management costs. Within 45 days of invoice receipt, each participating Party shall remit its payment of the invoice, to reimburse Sacramento for payment of consultant and project management

costs. Sacramento will make all reasonable efforts to provide the invoices on a quarterly basis.

Copies of consultant invoices will be distributed to the participating Parties' Technical Committee representatives on a quarterly basis, or upon request at any time. In the event one or more participating Parties believe an invoice should not be paid in whole or in part, the dispute shall be resolved by the participating Parties' Technical Committee representatives, as set forth in Section 2 herein.

The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts; provided, however, that notwithstanding any provision contained herein, Sacramento shall be reimbursed by each of the other participating Parties for their respective share of any and all money ultimately paid to the consultant(s) by Sacramento for the performance of additional activities and project management costs incurred by Sacramento, subject to the provisions of this Section 6.

7. Notices: Any invoice, payment, notice or other written communication related to this MOU will be provided to those representatives identified on Exhibit A.

8. Term of MOU: This MOU shall be effective as of the date it is signed by all Parties and shall remain in effect until a new MOU is in place for the 2028 update to the American River watershed sanitary survey, until all services and contracts covered by this MOU have been completed and performed and all payments required under this MOU have been made, or until terminated by the mutual written agreement of all Parties, whichever occurs first.

9. Amendments: Any amendments to this MOU must be in writing and executed by all Parties.

10. Counterparts: This MOU may be executed by the Parties in separate counterparts, each of which when so executed and delivered to Sacramento shall be an original, but all such counterparts shall together constitute but one and the same instrument. After all Parties' signature pages are returned to Sacramento, copies of the complete MOU will be mailed to each Party.

11. General Provisions: Each Party understands and agrees that there is no agency or joint venture relationship between the Parties. It is further understood and agreed by the Parties that notwithstanding anything contained herein, the employees of each Party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing Party.

    With the exception of the agreed cost sharing of Sacramento project management costs, each Party understands and agrees that any internal, in-house or administrative costs or expenses incurred by any Party related to that Party's obligations under this MOU shall be the sole responsibility of the Party incurring the costs and expenses.

The Parties understand and agree that this MOU creates rights and obligations solely between the Parties and is not intended to benefit any other person or entity. No provision of this MOU shall in any way inure to the benefit of any person or entity not a party to this MOU so as to make such person or entity a third-party beneficiary of this MOU or any of its terms.

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, but only to the extent that the intent of the Parties can be effectuated without the provision or provisions held invalid, void, or unenforceable.

The waiver by any Party to this MOU of any requirement, condition or provision of this MOU shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition, or provision of this MOU.

The Parties represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind the Parties to the obligations set forth herein.

This instrument and any attachments hereto constitute the entire MOU between the Parties concerning the subject matter hereof.

****

CARMICHAEL WATER DISTRICT (CWD)

Date: _____ By: _____
Cathy Lee, General Manager

ATTEST:

_____

CITY OF FOLSOM (Folsom)

Date: _____ By: _____
Elaine Andersen, City Manager

APPROVED AS TO CONTENT:

_____
Marcus Yasutake
Environmental and Water Resources Director

APPROVED AS TO FORM:

_____
Steven Wang, City Attorney

ATTEST:

_____
Christa Freemantle, City Clerk

FUNDING AVAILABLE:

_____
Stacey Tamagni, Finance Director

CITY OF ROSEVILLE (Roseville)

Date: _____

By: _____
Dominick Casey, City Manager

APPROVED AS TO SUBSTANCE:

_____
Richard D. Plecker, P.E.
Environmental Utilities Director

ATTEST:

_____
Carmen Avalos, City Clerk

APPROVED AS TO FORM:

_____
Michelle Sheidenberger, City Attorney

CITY OF SACRAMENTO (Sacramento)

Date: _____

By: _____
William O. Busath, Director

ATTEST:

APPROVED AS TO FORM:

_____
Title

_____
Title

EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD)

Date: _____

By: _____
David A. Briggs, P.E., Ph.D.
Director of Operations and Maintenance

APPROVED AS TO FORM:

By:_____
for the Office of the General Counsel

EL DORADO IRRIGATION DISTRICT (EID)

Date: _____ By: _____
Jim Abercrombie, General Manager

APPROVED AS TO FORM:

_____
Office of General Counsel

FOLSOM STATE PRISON (FSP)

Date: _____

By: _____
Kevin Arredondo, Chief
Institution Contracts Section

ATTEST:

APPROVED AS TO FORM:

_____
Title

_____
Title

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT (GDPUD)

Date: _____ By: _____
Adam Coyan, General Manager

ATTEST:

_____
Title

GOLDEN STATE WATER COMPANY (GSWC)

Date: _____ By: _____
Paul Schubert, General Manager

ATTEST:

_____
Title

PLACER COUNTY WATER AGENCY (PCWA)

Date: _____ By: _____
Jeremy Shepard, Director of Technical Services

SACRAMENTO COUNTY WATER AGENCY (SCWA)

Date: _____ By: _____
Michael L. Peterson, Director

ATTEST: APPROVED AS TO FORM:

_____ _____
Title Title

SAN JUAN WATER DISTRICT (SJWD)

Date: _____ By: _____
Tony Barela, Operations Manager

ATTEST: APPROVED AS TO FORM:

_____ _____
Title Title

Exhibit A

American River Watershed Sanitary Survey 2023 Update - Representatives

Mr. Cathy Lee
General Manager
Carmichael Water District
7837 Fair Oaks Blvd
Carmichael, CA 95608
(916) 483-2452
cathy@carmichaelwd.org

Mr. Marcus Yasutake
Environmental and Water Resources Director
City of Folsom
50 Natoma Street
Folsom, CA 95630
(916) 461-6161
myasutake@folsom.ca.us

Mr. Richard D. Plecker
Director of Environmental Utilities
City of Roseville
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747
(916) 774-5714
Rplecker@roseville.ca.us

Mr. Tony Bertrand
Engineering & Water Resources Division Manager
City of Sacramento
Department of Utilities
1395 35th Avenue
Sacramento, CA 95822
(916) 808-1461
abertrand@cityofsacramento.org

David A. Briggs, P.E., Ph.D.
Director of Operations and Maintenance
East Bay Municipal Utility District
POB 24055, MS 606
Oakland, CA 94607-4240
david.briggs@ebmud.com

Mr. Jim Abercrombie
General Manager
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
(530) 622-4513
jmabercrombie@eid.org

Mr. John Heckman
Associate Warden Business Services
P.O. Box 910
Folsom, CA 95673
(916)985-2561
john.heckman@cdcr.ca.gov

Mr. Adam Coyan
General Manager
Georgetown Divide PUD
6425 Main Street
Georgetown Ca 95634
530-333-4356
gm@gd-pud.org

Mr. Paul T. Schubert
General Manager
Golden State Water Company
3005 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 853-3636
PSCHUBERT@gswater.com

Mr. Jeremy Shepard
Director of Technical Services
Placer County Water Agency
POB 6570
Auburn, CA 95604
(530) 823-2066
jshepard@pcwa.net

Mr. Michael L. Peterson
Director
Sacramento County Water Agency
827 7th Street, Room 301
Sacramento, CA 95816
(916) 874-6851
Petersonmi@saccounty.net

Mr. Tony Barela
Operations Manager
San Juan Water District
9935 Auburn-Folsom Road
Granite Bay, CA 95746
(916) 791-0115
tbarela@sjwd.org

Exhibit B

American River Watershed Sanitary Survey 2023 Update
Watershed Sanitary Survey Cost Sharing

Participating Agencies	Cost Share (%)		Not to Exceed Amount for Sharing Costs of Watershed Sanitary Survey	Not to Exceed Amount for Sharing Costs of Technical Memoranda (c)
	Project Management (Consultant and Sacramento), and Watershed Evaluation, Water Quality Review, Report Preparation (Consultant) (a)	Compliance Evaluation (Consultant) (b)		
CWD	8.33	10	$19,595	$2,000
City of Folsom	8.34	10	$19,610	$2,000
City of Roseville	8.34	10	$19,610	$2,000
City of Sacramento	8.34	10	$19,610	$2,000
EBMUD	8.33	-----	$15,095	$2,000
EID	8.33	10	$19,595	$2,000
FSP	8.33	10	$19,595	$2,000
GDPUD	8.33	10	$19,595	$2,000
GSWC	8.33	10	$19,595	$2,000
PCWA	8.33	10	$19,595	$2,000
SCWA	8.33	-----	$15,095	$2,000
SJWD	8.34	10	$19,610	$2,000

Footnotes:

(a) Equal shares for consultant costs (for project management, watershed evaluation, water quality review, and report preparation), and for City of Sacramento project management costs.
(b) Compliance evaluation costs split between ten participating agencies with intakes in the American River watershed.
(c) Cost sharing for technical memoranda related to the watershed sanitary survey but not included in it will be shared equally by those agencies that benefit from the technical memoranda. Additional funding may be approved and provided by any agency for specific additional services provided for that agency.

Exhibit C
American River Watershed Sanitary Survey 2023 Update
Scope, Schedule, and Budget Summary

Item	Task	Schedule (a), (b)	Not to Exceed Amount Per Partner (c)
A	American River Watershed Sanitary Survey 2023 Update; Related Technical Memoranda	August 2022-approximately June 2024	See Exhibit B
B	Optional source water protection follow-up activities, including those related to the American River Joint Source Water Protection Program (JSWP) and Keep Our Waters Clean (KOWC) FY2024	July 2023-June 2024	$30,000
C	Optional source water protection follow-up activities, including those related to the American River JSWP and KOWC FY2025	July 2024-June 2025	$30,000
D	Optional source water protection follow-up activities, including those related to the American River JSWP and KOWC FY2026	July 2025-June 2026	$30,000
E	Optional source water protection follow-up activities, including those related to the American River JSWP and KOWC FY2027	July 2026-June 2027	$30,000
F	Optional source water protection follow-up activities, including those related to the American River JSWP and KOWC FY2028	July 2027-June 2028	$30,000

Footnotes:

(a) Additional years for the optional source water protection follow-up activities will be covered by this MOU until a new MOU is in place for the 2028 update to the American River Watershed Sanitary Survey.
(b) Annual source water protection work may need to be completed after June of each year.
(c) $30,000 is the annual ceiling cost per participating Partner for Items B-F, plus cost share of program management cost at option of City of Sacramento. A Party shall not be required to participate in cost sharing for Items B through F unless and until the Party's representative confirms the Party's participation and financial commitment in writing.

COUNCIL COMMUNICATION

CC #: 2104
File #: 0400-04-12-1

Title:	Sierra Vista Specific Plan, Baseline Road Segment 4 - Reimbursement Agreement
Contact:	Matthew Todd 916-774-5562 mtodd@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the Reimbursement Agreement with Anthem United Torrente Homes Limited Partnership and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On May 19, 2010, City Council approved the Development Agreement (DA) for the Sierra Vista Specific Plan. The DA allows the developers of the Sierra Vista Specific Plan the opportunity to receive reimbursement for City roadway improvements along Baseline Road, including signalized intersection improvements, which are beyond the developer's obligations. Anthem United Torrente Homes Limited Partnership will be constructing Baseline Road Segment 4 of 8 and will be constructing the traffic signal located at the intersection of Baseline Road and Market Street. The City's cost obligation for these improvements is $2,076,545.38. Funding for the City improvements on Baseline Road, including the traffic signal, is supplied through the City/County Traffic Mitigation Fund and the Sierra Vista Set-aside in the City's Traffic Mitigation Fund. The City/County Traffic Mitigation Fund and the Sierra Vista Set-aside are funded by developer fees and are intended to specifically fund the capital improvements associated with Baseline Road and the Sierra Vista Specific Plan, respectively.

FISCAL IMPACT

The actions requested as part of this item will have no impact to the City's General Fund. This reimbursement agreement, in the amount of $2,076,545.38, is funded through the City/County Traffic Mitigation Fund and the Sierra Vista Set-aside in the City's Traffic Mitigation Fund by developer-paid fees collected over time.

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)).

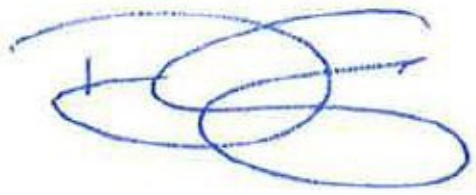
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matthew Todd, Principal Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Resolution 22-188

Reimbursement Agreement

City of Roseville
Sierra Vista
Baseline Road - Segment 4 Reimbursement Agreement



VICINITY MAP

N.T.S.

RESOLUTION NO. 22-188

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement for the Sierra Vista – Baseline road Segment 4 project, with Anthem United Torrente Homes Limited Partnership, has been reviewed by City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Sierra Vista – Baseline Road Segment 4)

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY") and Anthem United Torrente Homes Limited Partnership, a Washington Limited Partnership ("DEVELOPER"); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located at: 5480 Baseline Road and described as Assessor's Parcels Number 498 - 010 - 063 (the "SV Baseline Road Segment 4 Property").

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit "A" and described within Exhibit "B," attached hereto and made part of this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately Two Million Seventy-Six Thousand Five Hundred Forty-Five and 38/100 Dollars ($2,076,545.38) ("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "C," attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

City/County TMF	$1,551,665.38
City TMF Sierra Vista Set Aside	$524,880.00
TOTAL	**$2,076,545.38**

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered

with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement. DEVELOPER is eligible to receive progress payments from the City/County TMF upon completion and conditional acceptance by the CITY of construction milestones.

City TMF Sierra Vista Set-Aside reimbursement includes reimbursement via fee credits, which shall be applied to the one hundred fifty-nine (159) single family building permits within the subdivisions CG-1 and CG-20, for a total credit amount of four hundred eleven

thousand, sixty-seven dollars and forty-seven cents ($411,067.47). Any City TMF Sierra Vista Set-Aside reimbursement in excess of these designated fee credits shall be placed in the queue to be reimbursed from the City TMF Sierra Vista Set-Aside on a first completed, first paid basis as monies are collected and made available within the City TMF Sierra Vista Set-Aside.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different then contemplated in either Exhibit "A," "B" or "C" as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. Indemnification. To the fullest extent allowed by law, DEVELOPER 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 DEVELOPER'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.

DEVELOPER'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.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

POLICY	LIMITS OF LIABILITY
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: $2,000,000 each occurrence $4,000,000 aggregate Property Damage: $2,000,000 each occurrence Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 combined single limit

a. Form. DEVELOPER 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. DEVELOPER 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, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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.

10. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

11. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

12. 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.

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

14. 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.

15. 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 DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

ANTHEM UNITED TORRENTE HOMES, LIMITED PARTNERSHIP, a Washington Limited Partnership

BY: _____
BRIAN MOORE
Regional Vice President

and

BY: _____
MATT GUSTUS
Regional Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MARC STOUT
City Engineer

EXHIBIT A

CITY/COUNTY TRAFFIC MITIGATION FUND



DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS
FOR
CITY/COUNTY TRAFFIC MITIGATION FUND
CITY OF ROSEVILLE

SCALE: 1" = 250'	BY: NTB/AL	DATE: 03/30/2022

J M H weiss
Real Estate Development Consultants
Planning and Engineering

1731 Technology Dr., Ste# 880
San Jose, CA 95110
Phone: (408) 286-4555
www.jmhweiss.com

EXHIBIT A

TRAFFIC MITIGATION FUND

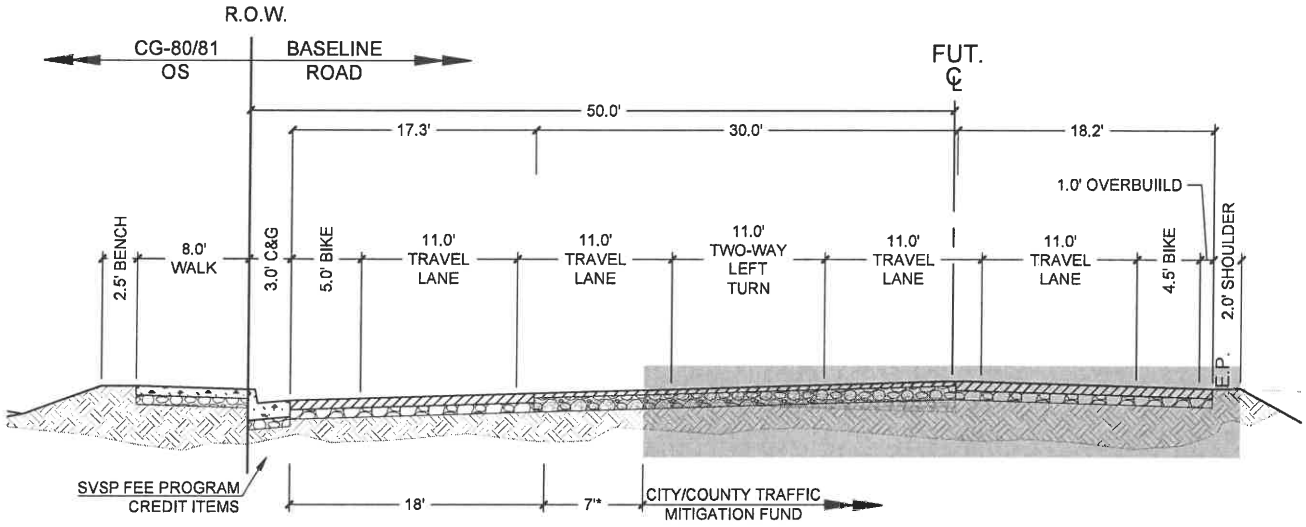


DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS
FOR
TRAFFIC MITIGATION FUND
CITY OF ROSEVILLE

SCALE: 1" = 250'	BY: NTB/AL	DATE: 03/30/2022

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BASELINE ROAD TYPICAL SECTION

STA 947+15.50 TO STA 953+38.62
STA 958+03.39 TO STA 960+07.64

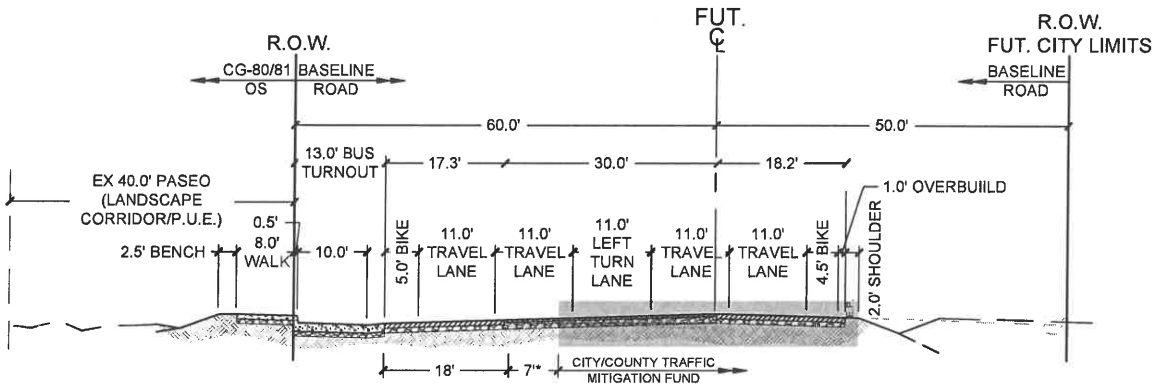
*7 FT OF ADDITIONAL PAVING TO FULFILL THE REQUIRED SVSP MEDIAN OBLIGATION.

J M H
weiss
Real Estate Development Consultants
Planning and Engineering
1731 Technology Dr., Ste# 880
San Jose, CA 95110
Phone: (408) 286-4555
www.jmhweiss.com

EXHIBIT A

DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS
FOR
CITY/COUNTY TMF
CITY OF ROSEVILLE

SCALE: N.T.S.	BY: NTB/AL	DATE: 03/30/2022



BASELINE ROAD BUS STOP SECTION

STA 954+02.34 TO STA 958+03.39

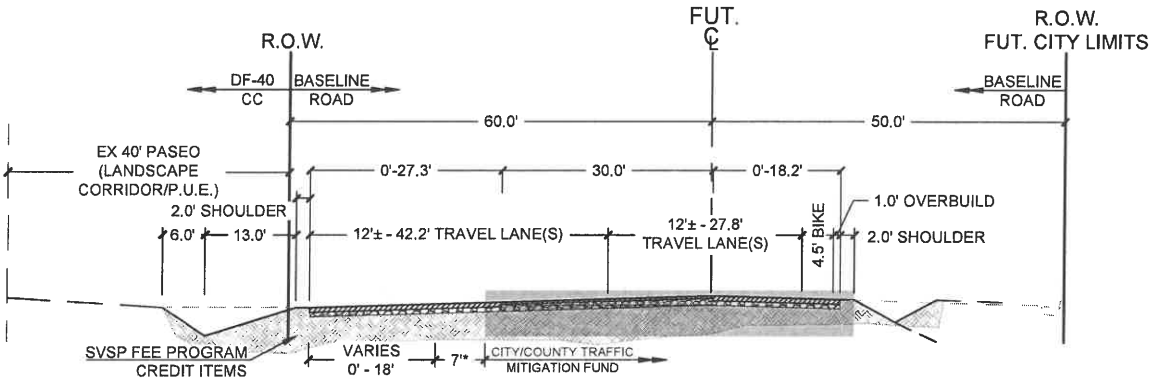
*7 FT OF ADDITIONAL PAVING TO FULFILL THE REQUIRED SVSP MEDIAN OBLIGATION.

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EXHIBIT A

DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS
FOR
CITY/COUNTY TMF
CITY OF ROSEVILLE

SCALE: N.T.S.	BY: NTB/AL	DATE: 03/30/2022



BASELINE ROAD TRANSITION SECTION

STA 960+07.64 TO STA 965+00.00

*7 FT OF ADDITIONAL PAVING TO FULFILL THE REQUIRED SVSP MEDIAN OBLIGATION.

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EXHIBIT A

DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS
FOR
CITY/COUNTY TMF
CITY OF ROSEVILLE

SCALE: N.T.S.	BY: NTB/AL	DATE: 03/30/2022

EXHIBIT "B"

DEPICTION OF ELIGIBLE FACILITY IMPROVEMENTS CITY/COUNTY TRAFFIC MITIGATION FUND AND CITY TRAFFIC MITIGATION FUND – SIERRA VISTA SET ASIDE

REIMBURSABLE IMPROVEMENTS

Anthem United Torrente Homes Limited Partnership
Torrente at Sierra Vista Backbone Improvements
April 4, 2022

The improvements eligible for the City Traffic Mitigation Fund reimbursement include the traffic signal improvements at the intersection of Baseline Road and Market Street. The improvements eligible for the City/County Traffic Mitigation Fund include the Baseline Road pavement improvements as identified in the Barbaccia Development Agreement dated June 2010.

There are 4 plan sets that make up the 159 Lot Backbone Infrastructure:

- Sierra Vista Torrente Phase 1, dated February 2022
- Sierra Vista Torrente Phase 2, dated February 2022
- Sierra Vista Torrente Phase 3, dated February 2022
- Baseline Road Segment 4, dated April 2022

Eligible Infrastructure segments include the following along with the corresponding plan sets:

- **Baseline Road Segment 3** – Baseline Road Segment 4
- **Baseline Road Segment 4** – Baseline Road Segment 4

Exhibit "C"

City/County TMF - Baseline Road

Segments	Streetwork	Concrete	Subtotal	20% Contingency	Construction Total	20% Soft Costs	Project Subtotal	City/County
Baseline Road Segment 3	$399,810.00		$399,810.00	$79,962.00	$479,772.00	$95,954.40	$575,726.40	$575,726.40
Baseline Road Segment 4	$677,735.40		$677,735.40	$135,547.08	$813,282.48	$162,656.50	$975,938.98	$975,938.98
Total	$1,077,545.40		$1,077,545.40	$215,509.08	$1,293,054.48	$258,610.90	$1,551,665.38	$1,551,665.38

City TMF - Baseline Road

Segments	Traffic Signal		Subtotal	20% Contingency	Construction Total	20% Soft Costs	Project Subtotal	City TMF
Baseline Road Segment 4	$364,500.00		$364,500.00	$72,900.00	$437,400.00	$87,480.00	$524,880.00	$524,880.00

Sierra Vista Specific Plan
Backbone Infrastructure Costs
Segment 3 - Baseline Road
Sta 947+15.57 to Sta 958+00

		City/County TMF			
No.	Description	Quantity	Units	Unit Price	Extension
Streetwork:					
1	Clearing and Grubbing	0		$ 900.23	$ -
2	Erosion Control	0		$ 6,001.50	$ -
3	Roadway Excavation	655	c.y.	$ 25.00	$ 16,375.00
4	Roadway Finish Grading	30,430	s.f.	$ 0.80	$ 24,344.00
5	Baseline Road Paving - (7" AC on 24" AB)	6,850	s.f.	$ 13.00	$ 89,050.00
6	Baseline Road Paving - (4.5" AC Over FDR-C Section)	23,850	s.f.	$ 8.80	$ 209,880.00
	Bus Shelter Pad (8" PCC on 6"AB)				
	Roadside Ditch	0		$ 15.00	$ -
	Street Barricade	-		-	-
	Section Monuments				$ -
7	Traffic Control	1	L.S.	$ 54,800.00	$ 54,800.00
8	Traffic Stripe - Detail 38	250	l.f.	$ 3.00	$ 750.00
9	Traffic Stripe - Detail 29	370	l.f.	$ 3.00	$ 1,110.00
10	Traffic Stripe - Detail 12	115	l.f.	$ 3.00	$ 345.00
11	Traffic Stripe - Detail 22	347	l.f.	$ 3.00	$ 1,041.00
12	Traffic Stripe - Detail 27B	705	l.f.	$ 3.00	$ 2,115.00
				Streetwork Subtotal:	**$ 399,810.00**

Estimate Subtotal:	$ 399,810.00
20% Contingency	$ 79,962.00
Construction Total:	$ 479,772.00
20% Soft Costs	$ 95,954.40
Estimated Fee Total:	**$ 575,726.40**

Sierra Vista Specific Plan
Backbone Infrastructure Costs
Segment 4 - Baseline Road
Sta 958+00 to Sta 966+67.97

		City/County TMF			
No.	Description	Quantity	Units	Unit Price	Extension
Streetwork:					
1	Clearing and Grubbing	0		$ 900.23	$ -
2	Erosion Control	0		$ 6,001.50	$ -
3	Roadway Excavation	1,738	c.y.	$ 25.00	$ 43,450.00
4	Roadway Finish Grading	50,868	s.f.	$ 0.80	$ 40,694.40
5	Baseline Road Paving - (7" AC on 24" AB)	18,168	s.f.	$ 13.00	$ 236,184.00
6	Baseline Road Paving - (4.5" AC Over FDR-C Section)	32,700	s.f.	$ 8.80	$ 287,760.00
	Bus Shelter Pad (8" PCC on 6"AB)				
7	Roadside Ditch	0		$ 15.00	$ -
	Street Barricade	-		-	-
	Section Monuments			$ 875.00	$ -
8	Traffic Control	1	L.S.	$ 54,800.00	$ 54,800.00
9	Traffic Stripe - Detail 39	872	l.f.	$ 3.00	$ 2,616.00
10	Traffic Stripe - Detail 12	1,238	l.f.	$ 3.00	$ 3,714.00
11	Traffic Stripe - Detail 38	740	l.f.	$ 3.00	$ 2,220.00
12	Traffic Stripe - Detail 29	1,859	l.f.	$ 3.00	$ 5,577.00
13	Traffic Stripe - Detail 22	240	l.f.	$ 3.00	$ 720.00
				Streetwork Subtotal:	**$ 677,735.40**

Estimate Subtotal:	$	677,735.40
20% Contingency	$	135,547.08
Construction Total:	$	813,282.48
20% Soft Costs	$	162,656.50
Estimated Fee Total:	**$**	**975,938.98**

Sierra Vista Specific Plan
Backbone Infrastructure Costs
Segment 4 - Baseline Road
Sta 958+00 to Sta 966+67.97

		City TMF			
No.	Description	Quantity	Units	Unit Price	Extension
Traffic Signal:					
14	Conduit, Pull Boxes, Detector Loops	1	each	$ 98,500.00	$ 98,500.00
15	Controller Cabinet & Service Cabinet	1	each	$ 50,300.00	$ 50,300.00
16	Poles and Signal Heads	1	each	$ 153,200.00	$ 153,200.00
17	Interconnect	1	each	$ 42,500.00	$ 42,500.00
18	EVP System	1	each	$ 14,500.00	$ 14,500.00
19	Start-Up & test	1	each	$ 5,500.00	$ 5,500.00
					$ -
				Traffic Signal Subtotal:	**$ 364,500.00**

Estimate Subtotal:	$ 364,500.00
20% Contingency	$ 72,900.00
Construction Total:	$ 437,400.00
20% Soft Costs	$ 87,480.00
Estimated Fee Total:	**$ 524,880.00**

COUNCIL COMMUNICATION

CC #: 2096
File #: 0704

Title:	Bus Transport Services - Agreement Amendment
Contact:	Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve the Fourth Amendment to Agreement between City of Roseville and Roseville Joint Union High School District regarding District Bus Transport Services and authorize the City Manager to execute it.

BACKGROUND

In 2014 the City of Roseville entered into an agreement with the Roseville Joint Union High School District to provide District bus transport services for off-site Parks, Recreation & Libraries program field trips. These value added field trips are part of our Adventure Camp, Camp Roseville, Teen Scene and summer SPARKS programs and will go to places such as the Sacramento Zoo, Roller King, Sunsplash and bowling. The current agreement allows for amendments by mutual written agreement by both parties.

FISCAL IMPACT

Costs for bus transport services are based on per hour and per mile rates, plus a 10% administrative fee, as outlined in the amendment. The cost for bus services are included in the approved FY2021-22 Parks, Recreation & Libraries budget and the proposed FY2022-23 budget, and will be included in future fiscal year budgets, and are fully offset by program revenues.

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(b)(3) and §15378. Approval of this agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

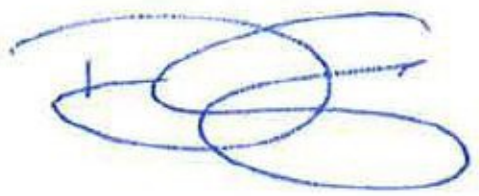
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-184

Bus Transport Services Agreement

RESOLUTION NO. 22-184

APPROVING THE FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Fourth Amendment to Agreement Between City of Roseville and Roseville Joint Union High School District Regarding District Bus Transport Services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Fourth 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

FOURTH AMENDMENT TO

AGREEMENT BETWEEN CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT REGARDING DISTRICT BUS TRANSPORT SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation, (hereafter referred to as "Transportation Services Purchaser" or "TSP"), and Roseville Joint Union High School District, a California public high school district (hereafter "RJUHSD"); and

W I T N E S S E T H:

WHEREAS, TSP and RJUHSD previously entered into an Agreement dated June 4, 2014, amended on June 15, 2016, amended on June 7, 2017, and amended on June 20, 2018 ("Agreement") regarding school bus transportation services; and

WHEREAS, RJUHSD desires to amend the Agreement to update the rates for service.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit "A" attached to the Agreement is hereby replaced with an amended Exhibit "A" ("Payment Schedule"), which is attached hereto to this Fourth Amendment and incorporated herein by this reference.

2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Fourth 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 RJUHSD has caused this Fourth Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation & Libraries Director

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, a California High School District

BY: _____
JOE LANDON
Assistant Superintendent
Business Services

Exhibit "A"

Payment Schedule. The TSP shall compensate RJUHSD for bus services according to the following schedule:

a. $44.81 per hour regular time, $52.65 per hour for overtime at time and a half, and $66.73 per hour for double time on Sunday's. (Rates for overtime, time and a half, and Sunday double time are not eligible for the district-paid PERS contribution.)
b. $3.50 per mile each bus travels. All trip miles are computed starting and ending at the RJUHSD Transportation Department yard.
c. Administrative/Process – 10% will be added to all invoices to cover internal costs for administrating and processing the program.

These rates may be increased periodically by RJUHSD, via written notice to the TSP, at least 30 days prior to the effective date of such new rate(s).

COUNCIL COMMUNICATION

CC #: 2105
File #: 0900-04-01 & 0201-01

Title:	Sun City - Phase 2A Resurfacing Project - Road Maintenance and Rehabilitation Account Project Identification & Budget Adjustment
Contact:	Gursewak Singh 916-746-1305 gsingh2@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt an ordinance to approve a budget adjustment in the amount of $2,500,000 from the Road Maintenance and Rehab Account (RMRA) Fund, and $400,000 from the Highway Users Tax and Roadway Fund, for a total of $2,900,000 for the Sun City Phase 2A Resurfacing Project;

2. Adopt a resolution, as required by Senate Bill 1 (SB-1), identifying the Sun City Phase 2A Resurfacing Project for use of the City's 2022-2023 funding allotment from the State Road Maintenance & Rehabilitation Account (RMRA) Fund.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was signed into law in April of 2017 to address the budget shortfall for maintenance of existing infrastructure throughout the State. As part of the legislation, local agencies are required to list all proposed projects scheduled to receive SB 1 funding by resolution prior to receiving an apportionment of RMRA in the next fiscal year. The funding is restricted for use on street maintenance, rehabilitation, safety, and transit projects. The California Transportation Commission issued the requirement that project lists for the 2022-2023 fiscal year are due by July 1, 2022.

The scope of the Sun City Resurfacing Project is planned as a multi-year project with four separate phases: Phase 1, Phase 2A, Phase 2B, and Phase 3. Each phase will be funded annually in advance of construction. Resurfacing within the Sun City Phase 2A neighborhood includes the removal and replacement of failed asphalt roadway sections as well as the application of preventative maintenance surface treatments to a portion of the Sun City neighborhood. The streets scheduled to receive the maintenance and resurfacing application are shown on the attached Exhibit A.

The Engineer's Estimate for the Sun City Phase 2A Resurfacing Project is $2.68 Million. On July

21, 2021, Council approved the On-Call Roadway and Trail Maintenance Services Contract with Pavement Coatings Co. The scope of services offered by that contract align with the scope of resurfacing required within the Sun City Neighborhood, and Pavement Coatings Co. will complete this work. The requested budget adjustment will establish the budget for construction, staff time, and construction management.

The estimated useful life of these improvements is 7 to 10 years. Construction is scheduled to begin in the summer of 2022 and will continue through the end of the year. This project is part of the City's proactive street pavement maintenance program designed to seal, protect, and preserve the underlying pavement by placing relatively affordable asphalt resurfacing products. Preventative maintenance surface treatments provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement. This keeps our streets in good condition avoiding pavement failures that would require more costly rehabilitation and reconstruction. In addition, the City maintains a pavement management software database to help guide staff as to which streets should be resurfaced in any given year based on field inspections and pavement condition data collected at 3-year intervals. The software allows staff to resurface streets in a systematic way that ensures we get the most out of the City's limited funding over the long term.

Staff will partner with our Public Information Officer and the contractor to continue the past two year of extensive outreach and communications with the Sun City community regarding this work.

FISCAL IMPACT

The Engineers Estimate for this project is $2.68 Million. The recommended budget adjustment will provide $2,500,000 in RMRA funds and $400,000 of Highway Users Tax funds, which will cover construction, inspection and staff time costs. No General Fund resources will be used on the project.

ENVIRONMENTAL REVIEW

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

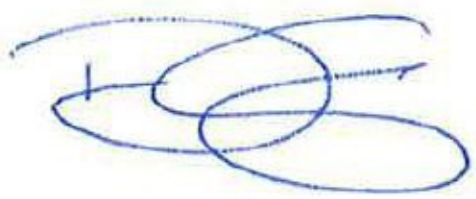
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Gursewak Singh, Assistant Engineer

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-189

Sun City Phase 2A - Exhibit A

Ordinance 6499

Budget Adjustment

RESOLUTION NO. 22-189

ADOPTING THE SUN CITY – PHASE 2A RESURFACING PROJECT FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB-1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB-1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $2,500,000 in RMRA funding in Fiscal Year 2022-23 from SB-1; and

WHEREAS, this is the fifth year in which the City is receiving SB-1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB-1; and

WHEREAS, the City used a Pavement Management System to help develop the SB-1 project list to ensure revenues are being used on the most high-priority and cost effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB-1 will help the City maintain and rehabilitate roads throughout the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the SB-1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Roseville, as follows:

1. The foregoing recitals are true and correct.

2. The fiscal year 2022-23 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

   The Sun City – Phase 2A Resurfacing Project. This project includes removal and replacement of failed asphalt concrete roadway sections and the application of a preventative maintenance surface treatment. Preventative maintenance surface treatments provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement. The streets scheduled to receive the maintenance and resurfacing application are shown on the attached Exhibit A. The estimated useful life of these improvements is seven (7) to ten (10) years. Construction is scheduled to begin in the summer of 2022 and will continue through the end of the year.

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

CITY OF ROSEVILLE CALIFORNIA

EXHIBIT A - SUN CITY RESURFACING PHASE 2A

Public Works - Engineering

SUN CITY PHASE 2A

BLUE OAKS BL

FOOTHILLS BL

PLEASANT GROVE BL

ROSEVILLE PW

FIDDYMENT RD

BASELINE RD

FOOTHILLS BL

0 1,250 2,500 5,000

Feet

ORDINANCE NO. 6499

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 Sun City Phase 2A Resurfacing Project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Gursewak Singh, Assistant Engineer
FISCAL YEAR: 2021-22
PREPARER NAME & TITLE: Gursewak Singh, Assistant Engineer
COUNCIL DATE (if applicable): 6/01/2022
DEPARTMENT/DIVISION: Public Works Engineering
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2307	5411	84001	500117	2,500,000	Supplements Existing Project Budget for Construction
2305	5301	84001	500117	300,000	Establish Project Budget for Professional Services
2305	5080	84001	500117	100,000	Establish Project Budget for Staff Time
			TOTAL	2,900,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	2,900,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2307	3601	00000		(2,500,000)	Reduce Road Maintenance and Rehab Fund Balance
2305				(400,000)	Reduce Highway Users Tax Fund Balance
			TOTAL	(2,900,000)	

Justification for Budget Adjustment:

This budget adjustment is requested to fund the construction of Phase 2A of the Sun City Resurfacing Project. The scope of this project consists of resurfacing a portion of the Sun City neighborhood bound by Sun City Blvd to the West, and Del Webb Blvd to the North-West.

The Sun City Resurfacing existing project budget is $5,460,000 [$2,650,000 Highway Users Tax Fund (2305)] and [$2,810,000 Road Maintenance and Rehab Fund (2307)]. The full scope of the Sun City Resurfacing Project is planned as a multi-year project with four separate phases: Phase 1, Phase 2A, Phase 2B, and Phase 3. Each phase will be funded annually in advance of construction.

This budget adjustment of $2,900,000 [$2,500,000 from the Road Maintenance and Rehab Fund and $400,000 from the Highway Users Tax Fund] will result in a revised project budget of $8,360,000.

REQUIRED APPROVALS:

Jason Shykowski Digitally signed by Jason Shykowski Date: 2022.05.11 10:55:50 -07'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2110
File #: 0800-02

Title:	Senate Bill 1383 - Roseville Municipal Code Amendments
Contact:	Michelle White 916-774-5774 mjwhite@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt an urgency ordinance repealing and replacing Chapter 9.12 of Title 9 of the Roseville Municipal Code and amending Chapter 9.17 of Title 9 of the Roseville Municipal Code to conform with the requirements of Senate Bill 1383 – Short-lived Climate Pollutants and CalRecycle's Organics Regulations (CCR Title 14 Division 7, Chapter 12), and declaring the ordinance to be effective June 1, 2022 as an urgency ordinance.

BACKGROUND

Senate Bill 1383 (SB 1383), the Short-Lived Climate Pollutant Reduction Act, was signed into law in 2016 and is the most significant waste reduction mandate to be adopted in California in the last 30 years and establishes methane emissions reduction targets statewide to reduce emissions of short-lived climate pollutants. SB 1383 established statewide methane emissions reduction targets as part of the state's larger strategy to combat climate change. Specifically, to reduce the potential for methane emissions associated with the decomposition of landfilled organic materials, SB 1383 requires a 50% reduction in the statewide disposal of organic waste from 2014 rates by 2020 and a 75% reduction by 2025. Although the bill was passed in 2016, CalRecycle did not finalize the regulations until November 2020. Local jurisdictions are now required to adopt an ordinance to comply with SB 1383 with enforcement beginning January 1, 2024.

CalRecycle oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and to promote recycling within the state, including organic waste recycling under SB 1383 requirements. SB 1383 is the successor to Assembly Bill (AB) 341 and AB 1826 and builds upon previous regulations to reduce the disposal of organic waste to landfills. To achieve the state's goals, the regulations require a broad array of elements: adoption of organics-related ordinances, public and commercial education and outreach, waste collection route auditing and contamination monitoring, improved capacity for organics recovery and recycling, municipal procurement of recovered organic waste products, edible food recovery programs, compliance monitoring, reporting and enforcement. At the December 15, 2021, meeting, City Council approved a Procurement Policy to meet that portion of the SB 1383 requirements. These proposed Roseville Municipal Code updates address the enforceable mechanism requirement for the waste collection and edible food recovery programs to be compliant with SB 1383 regulations

(CCR Title 14 Division 7, Chapter 12).

In 2022, SB 1383 requires the City to provide educational information to residents and businesses regarding the proper disposal of organics to prevent container contamination, the environmental impacts of disposing organic waste in landfills, and composting benefits among other organic-related information. In addition to education, the state requires an enforceable mechanism to ensure customers comply with the regulation. Similarly, SB 1383 requires the City to provide educational information to edible food generators regarding the City's established edible food recovery program, food recovery services, and actions to prevent the creation of food waste. In addition to education, the state requires annual inspections be performed to ensure edible food generators have contracts with edible food recovery organizations and that they maintain records of all recovered edible food. The SB 1383 regulations define two tiers of organic waste generators and their associated timelines toward compliance. Tier 1 includes large grocery stores, wholesale food vendors, etc. and targets the distribution of longer shelf-life, packaged food. Tier 2 includes larger restaurants and hotels and focuses on prepared food that spoils more quickly. Tier 1 generator requirements went into effect on January 1, 2022, and Tier 2 goes into effect on January 1, 2024.

Environmental Utilities (EU) Waste Services staff have been actively working and planning for SB 1383 requirements by conducting pilot studies, completing a rate study and rate increase proposal, securing capacity for organics processing, creating an edible food recovery program, designing new educational materials, planning route adjustments to accommodate weekly collection of organic waste, and preparing a procurement policy that Council previously adopted in December 2021. The adoption of these Roseville Municipal Code amendments, mandated by SB 1383, are the next step in the process to ensure citywide SB 1383 compliant programs.

These municipal code edits are intended to comply with the new organic waste diversion requirements set forth in SB 1383 which redefine the terms "Garbage" and "Organic Waste" with a goal of reducing organic materials delivered to landfills. These proposed municipal code edits reflect the City's current waste collection practice of using a two-container collection service and do not impose new systems or procedures for customers or the City as it relates to regular waste collection. If the City transitions in the future to a different container system (e.g. a three-container residential system), the City Council would be presented with further proposed amendments to the Roseville Municipal Code, as necessary, to remain in compliance with SB 1383.

FISCAL IMPACT

The proposed municipal code updates will have ongoing fiscal impacts on the EU Waste Services Operation Fund. A comprehensive rate analysis was completed and rate increases were approved for fiscal years 2021 and 2022 for EU Waste Services in anticipation of SB 1383 requirements and waste tipping and processing fees. In addition, enforcement efforts required by SB 1383 may result in minimal revenue to the Waste Services operating 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 SB 1383 regulations were the subject of a program

environmental impact report (EIR) prepared by CalRecycle and the activities to be carried out under this Ordinance are entirely within the scope of the SB 1383 regulations and that associated EIR. No mitigation measures identified in that EIR are applicable to the City of Roseville's enactment of this Ordinance.

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

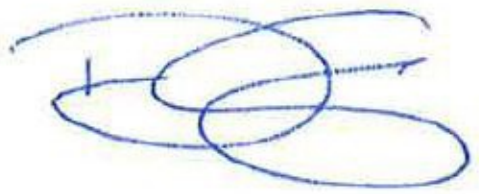
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E: Deliver exceptional City services

Respectfully Submitted,

Michelle White, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6501

ORDINANCE NO. 6501

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING AND REPLACING CHAPTER 9.12 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE AND WASTE COLLECTION AND AMENDING CHAPTER 9.17 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REFUSE HAULING AND RECYCLING, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 1, 2022 AS AN URGENCY ORDINANCE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby repealed and replaced in its entirety to read as follows:

Chapter 9.12

WASTE COLLECTION

9.12.010 Definitions.

A. "Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), Public Resources Code § 40000 and following as it may be amended, and as implemented by the regulations of CalRecycle.

B. "California Code of Regulations" or "CCR" means the State of California Code of Regulations.

C. "Collection" means the operation of gathering together within the City and transporting to the point of disposal or processing of any Garbage, Recyclables, and Organic Waste.

D. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

E. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 9.12.010(X) and 9.12.010(Y) of this Chapter.

F. "Container" means any bin, box, or cart used for the purpose of holding Garbage, Recyclables or Organic Waste for Collection.

G. "Representative" means an entity that the City contracts with or otherwise arranges to carry out any responsibilities of this Chapter, as authorized by 14 CCR Section 18981.2. A Representative may be a government agency, a private entity, or a combination of those entities.

H. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

I. "Food Recovery" means actions to collect and distribute Edible Food that otherwise would be disposed.

J. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;

2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and

3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

K. "Garbage" means all putrescible and nonputrescible solid, semisolid, and liquid wastes generated or accumulated through the normal activities of a premises. Garbage does not include Recyclables or Organic Waste that is Source Separated and set out for the purposes of Collection and recycling.

L. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

M. "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green waste, organic

textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in the Act. Biosolids and digestate are as defined by the Act.

N. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

O. "Person" means any institution, public or private corporation, governmental unit or jurisdiction, individual, company, firm, association, partnership or other entity.

P. "Prohibited Container Contaminants" means (1) discarded materials placed in the designated Organic Waste Container that are not identified as acceptable Source Separated Organic Waste for the City's designated Organic Waste Container; (2) discarded materials placed in the Garbage Container that are identified as acceptable Source Separated Organic Waste, which are to be separately collected in City's designated Organic Waste Container; and, (3) Excluded Waste, as described herein, placed in any container.

Q. "Recyclables" shall mean those materials that are separated from Solid Waste prior to disposal to be recycled consistent with the requirements of the Act. The City may adopt a schedule of materials suitable for recycling, as determined by resolution of the City Council, or as set forth in a collection agreement, which may be revised periodically.

R. "Residential Householder" shall mean any Person or Persons holding or occupying a residential premises in the City, whether or not the owner of the residential premises.

S. "Residential Owner" shall mean the owner of any residential premises within the City.

T. "Self-Hauler" means a Person, who hauls Solid Waste, Organic Waste or Recyclables pursuant to the conditions set forth in section 9.12.20 of this Chapter. Self-Hauler also includes a Person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

U. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

V. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include hazardous waste, as defined in the State Public Resources Code Section 40141, radioactive waste regulated pursuant to the State Radiation Control Law, or medical waste regulated pursuant to the State Medical Waste Management Act.

W. "Source Separated" means materials, including commingled Recyclables, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or

reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Waste/Mixed Waste or other Solid Waste for the purposes of Collection and processing.

X. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator as defined by 14 CCR Section 18982(a)(73) as amended, and includes the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 sq. ft.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

Y. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator as defined by 14 CCR Section 18982(a)(74) as amended and includes the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 sq. ft.
2. Hotel with an on-site food facility and 200 or more rooms.
3. Health facility with an on-site food facility and 100 or more beds.

4. Large venue as defined in 14 CCR Section 18982(a)(39).

5. Large event, as defined in 14 CCR Section 18982(a)(38).

6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 sq. ft.

9.12.020 Private collection prohibited—Exception.

A. The City, its duly authorized agents, servants or employees, shall have the exclusive right to gather and collect Garbage within the City and it is unlawful for any person, except as otherwise provided in this chapter, to collect or gather Garbage within the City. The City Council, however, is empowered to grant permission to any person to collect or gather Garbage.

This prohibition shall not, however, apply to Self-Haulers as provided below:

1. The collection, transportation and disposal of construction and demolition debris by a contractor, handyman, repair person or other similar service provider as an incidental part of the services provided to its customers rather than as a hauling service; provided, that, such Solid Waste is not collected or transported by a third party hired for the primary purpose of collecting and transporting said materials, and further provided that such services comply with any ordinances, policies and regulations of City relating to the collection of such materials.

2. The collection, transportation and disposal of yard waste, green waste and related Solid Waste by a gardener or landscaper as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service; provided, that, such Solid Waste is not collected or transported by a third party hired for the primary purpose of collecting and transporting said materials.

3. Any person or entity collecting "Recyclables," as that term is defined in Section 9.12.010(Q), sold or donated to it by the person or entity that generated such Recyclables (the "generator"); provided, however, to the extent permitted by law, if the generator is required to pay monetary or nonmonetary consideration for the collection, transportation, transfer or processing of Recyclables, the fact that the generator receives a reduction or discount in price (or in other terms of the consideration the generator is required to pay) shall not be considered a sale or donation, and provided that such services comply with any ordinance, policies and regulations of the City relating to the collection of such materials.

9.12.030 Organic Waste Generator Requirements.

A. Single-Family Organic Waste Generators shall comply with the following requirements:

1. Subscribe to and maintain Organic Waste Collection services for all Organic Waste. The City shall have the right to review the number and size of a generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials. Single-Family Organic Waste Generators shall adjust service level for its Collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City's Organic Waste collection service(s) by placing Source Separated Organic Waste in the Container identified and designated for Source Separated Organic Waste and placing all other materials in the Container identified and designated for such materials.

3. Place Containers as follows:

a. Residences Having Street Frontage Only. Containers must be placed for collection at curbside in front of residence. The wheels of the Container will be placed in the gutter with the handle facing the residence. Containers will be at least six feet from any obstruction such as automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated containers. Containers are not to block pedestrian access.

b. Residences with Alley Access. Containers must be placed for collection on private property adjacent to the alley property line, with direct access from the alley. The base of the Container will be placed on a stable, level surface with the handle facing the residence. Containers will be at least six feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.

c. All Containers must be at curbside no later than the time as directed by the environmental utilities director or his or her designee.

B. Generators that are Commercial Businesses, excluding Multi-Family Residential Dwellings shall comply with the following requirements:

1. Subscribe to and maintain Organic Waste Collection services for all Organic Waste. The City shall have the right to review the number and size of a generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials. Single-Family Organic Waste Generators shall adjust service level for its Collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic

Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City's Organic Waste collection service(s) by placing Source Separated Organic Waste in the Container identified and designated for Source Separated Organic Waste and placing all other materials in the Container identified and designated for such materials.

3. Supply and allow access to adequate number, size and location of collection Containers with labels or colors sufficient for employees, contractors, tenants, and customers, in compliance with the City's Collection service requirements.

4. Excluding Multi-Family Residential Dwellings, Commercial Businesses shall provide Containers for the Collection of Source Separated Organic Waste and Garbage in all indoor and outdoor areas where disposal Containers are provided for customers, for materials generated by that business. Furthermore, the Commercial Businesses shall place Containers in such place as shall be convenient to the City for removal of Organic Waste and Garbage. Storage of other equipment or material will not be allowed.

5. Excluding Multi-Family Residential Dwellings, Containers provided by Commercial Businesses shall have either:

a. A body or lid that conforms with the Container colors provided through the Collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the requirements of the

subsection prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that Container, or Containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the Container.

C. Generators that are Commercial Businesses, excluding Multi-Family Residential Dwellings shall:

1. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a Container not designated for those materials per the City's Collection service.

2. Periodically inspect all Containers for contamination and inform employees if Containers are contaminated and of the requirements to keep Prohibited Container Contaminants out of those Containers pursuant to the Act.

3. Annually provide information to employees, contractors, tenants, and customers about Organic Waste proper sorting and recovery requirements.

4. Nothing in this section prohibits a generator subject to these provisions from preventing or reducing waste generation or managing Organic Waste on site.

5. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.12.110 of this Chapter.

9.12.040 Waivers.

A. The City, in its sole discretion, may issue waivers to qualifying Commercial Businesses for physical space limitations, and/or de minimis volume waivers for Commercial Generators.

B. Commercial Businesses requesting a physical space waiver shall:

1. Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for the required Containers including documentation from the contractor, licensed architect, or licensed engineer.

3. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

C. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the Collection services that they are requesting a waiver from.

2. Provide documentation that either:

a. The Commercial Business' total Solid Waste Collection service is two cubic yards or more per week and Organic Waste subject to Collection in the designated Containers comprises less than 20 gallons per week per applicable Container of the business' total waste; or

b. The Commercial Business' total Solid Waste Collection service is less than two cubic yards per week and Organic Waste subject to Collection in the designated Containers

comprises less than 10 gallons per week per applicable Container of the business' total waste.

c. For the purposes of subsections (a) and (b) above, total Solid Waste shall be the sum of the weekly Garbage Collection Container volume, Recyclables Collection Container volume and Organic Waste Collection Container volume, measured in cubic yards.

3. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved a de minimis waiver.

9.12.050 Removal by owner or tenant.

Nothing contained in this chapter shall be construed as prohibiting the owner or tenant of any premises in the City from destroying or carrying away any Garbage in order to reduce the amount to be taken away by the City, or its duly authorized agents or employees, but not by means of any person who shall in any way receive the benefits of the use of any such Garbage for feed for poultry, hogs or other livestock, unless such person shall receive permission from the City council to carry away such garbage. Nothing contained in this section shall be construed as relieving any person from paying the regular garbage fees established for the City.

9.12.060 Removal weekly by City.

All Garbage accumulated at or on any premises within the City shall be removed by the City at regular intervals of once a week within the City limits, or more often at the request of any tenant, occupant or lessee, and delivered to the "authorized solid waste management facility."

9.12.070 Container requirements.

The environmental utilities director or his or her designee shall determine the size and specifications of all Containers used for the purposes of Collection under this Chapter.

9.12.080 Collection from certain floors prohibited.

The City shall not provide Collection for the purposes of this Chapter from above the first floor of any premises, nor from the basement of any premises.

9.12.090 Charges for Collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the City, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse rate. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

2. Automated Container Service. Each premises shall be assigned City-owned Containers. Containers will be serviced by automated Collection. All Garbage and Source Separated Organic Waste for Collection must be contained within the Container(s) designated for such materials with the lid closed and must fall freely from Container when dumped. Each such premises shall be provided Collection regularly, as determined by the environmental utilities director or his or her designee.

3. For collection of additional containers beyond those covered by the fixed minimum rates established in this chapter, the collection charge shall be that identified in this section.

4. An additional or "extra" pickup may be requested beyond the minimum service required by this chapter. Each such additional or extra pickup shall be subject to a fixed fee. Return service for Containers placed out late may be requested. Each "out late" pickup shall be subject to a fixed fee.

5. Rates for Residential Collection. Effective July 1, 2021, and July 1, 2022, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/1/2021	Effective 7/1/2022
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100(A)(2))	$31.06	$36.05
Each additional mixed waste Container	$21.24	$24.65
Each additional Source Separated Organic Waste container	$11.28	$13.10
Additional pickup of a mixed waste Container (also "out late" fee)	$20.30	$23.56
Additional pickup of a Source Separated Organic Waste Container (also "out late" fee)	$14.92	$17.32
Fixed fee for the return of a confiscated Source Separated Organic Waste Container due to contamination	$145.00	$168.27
Move in box pick-up	$109.77	$127.39
Temporary dumpster delivery and removal (6 yards only)	$152.19	$176.65
Source Separated Organic Waste contamination fee (applied to account after third notification)	$30.36	$35.24
Residential return trip fee (applied when service is requested but container is inaccessible)	$30.36	$35.24
Container exchange (customer requested in excess of 1x/12 months)	$30.36	$35.24

Residential Refuse Service	Effective 7/1/2021	Effective 7/1/2022
Container exchange (due to misuse—melted or damaged beyond reuse)	$90.70	$105.26

B. Commercial.

1. A landlord, property owner, property manager or management company of a Commercial Business that has a commercial dumpster shall pay to the City, or its authorized agent, a fixed charge as set forth by the city council as a refuse rate. Monthly charges will be applied to a single account per service. Such rates and fees are based upon a minimum service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Frontloader, Rearloader, Roll-Off, and Automated Container Services are provided by the City.

An additional or extra pick up may be requested beyond the minimum service required by this chapter. Each such additional or extra pick up shall be subject to a fixed fee.

Temporary Commercial Collection must be charged to a City of Roseville customer utility account. A "Garbage only" account may be requested for temporary services. See Chapter 14.04 "Utility Customer Billing, Accounting and Collections" for information about establishing a new account.

Timeframe for Temporary Customer Service. Temporary dumpsters for Commercial Business use must be serviced weekly and removed within a 90-day period. It is the customer's responsibility to schedule services. If a temporary dumpster is not emptied within seven consecutive days of its delivery or last Collection, the account shall be assessed a weekly rental fee per subsection (B)(7), Rates for Commercial Collection.

3. Multi-Family Residential Dwellings will need to provide proof to the City that Source Separated Organic Waste such as green waste are being recycled or diverted from the landfill in an appropriate manner, as determined by the environmental utilities director or his or her designee. The City can also provide green waste services, if necessary.

The City will collect all Source Separated Organic Waste, unless a Commercial Business had Collection services in place before September 28, 2014, the date AB 1826 was approved. Any Commercial Business with a collection contract in effect before this date can continue with providers until the contract expires. Once the contract expires the Commercial Business will default to City Collection service as provided for in this chapter.

4. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

5. Rates for Commercial Collection. Effective July 1, 2021, and July 1, 2022, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	Effective 7/1/2021	Effective 7/1/2022
Waste service minimum monthly charge	$34.83	$40.42
Automated container commercial service (per Container, where available; Organic Waste service not available)	$31.06	$36.05

Frontloader and Rearloader Commercial Services*	Effective 7/1/2021	Effective 7/1/2022
Streetscape and LLD containers*	$8.20	$9.52
Hand pickup service* (up to three 30-gallon cans or six bags per week, where available)	$34.83	$40.42
Frontloader and rearloader* trash dumpster per yard charge	$12.74	$14.79
Frontloader and rearloader* trash compactor per yard charge	$22.96	$26.65
Frontloader cardboard dumpster and compactor per yard charge	$3.91	$4.54
Commercial bin assistance (per occurrence)	$54.86	$63.67
Recyclable material contamination fee (applied after third notification)	$30.36	$35.24
Lock delivery or replacement (per occurrence)	$18.22	$21.15
Lock service – (per Container, per month)	$12.15	$14.10
Push/pull charges (per Container, per month)	$18.22	$21.15
Extra pickup charge (percentage of monthly base rate plus return trip charge)	25%	25%
Exchange bin (for dirty bin in excess of 1x per 12 months)	$91.08	$105.70
Commercial return trip fee (applied when service is requested but Container is inaccessible; also used to calculate commercial extra pickups)	$30.36	$35.24
Emergency after-hours service fee (per service)	$196.06	$227.53
Commercial standby fee (per 15 minutes when asked by onsite customer to wait)	$72.86	$84.56

* A premium of 25% will be added to all rearloader services.

Roll-Off Commercial Open Top and Compactor Services	Effective 7/1/2021	Effective 7/1/2022
Minimum charge per haul (base rate) without tonnage* (all sizes and material)	$379.39	$440.28

Pleasant Grove Wastewater Treatment Plant sludge-hauling fee (per bin)	$267.12	$309.99
Roll-off tonnage fees (tipping fees)	Pass-through rates apply*	
Compactor cleaning service (hauling charges also apply)	$512.68	$594.96
Return trip fee (scheduled bin not ready for haul, customer requests return later on same day – per occurrence)	$36.43	$42.28
Roll-off relocation fee (no haul – per occurrence)	$60.72	$70.47

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With City department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

Temporary Frontloader and Roll-Off Fees	Effective 7/1/2021	Effective 7/1/2022
Frontloader and rearloader temporary dumpster delivery and removal fee	$75.75	$87.91
Frontloader and rearloader temporary dumpster per yard fee (plus trip fee for extra pickups)	$12.74	$14.79
Frontloader and rearloader temporary dumpster rental fee per week	$72.11	$83.69
Roll-off temporary dumpster hauling fee*	$379.39	$440.28
Roll-off temporary dumpster rental fee per week	$130.94	$151.96

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With City department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

C. Shared Compactor Rates. Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2021	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2022	
Below are the square footage rates for shared compactors. If a customer's site-specific charge does not exceed the fixed minimum charge, they will be subject to the monthly fixed minimum charge.			
Monthly Minimum (Fixed)	$34.83	$40.42	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	$7.28	$8.45	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	$29.34	$34.05	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	$61.98	$71.93	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).

D. Shared Compactor Organic Tiers. Organics tiers are applicable to some shared compactor units depending on compactor tier and usage type. Exact rates are determined on a site-specific basis based on the following criteria:

Commercial Shared Compactor Organic Tiers	Effective 7/1/2021	Effective 7/1/2022
Tier 1	$0.00	$0.00
Tier 2	$99.50	$115.47
Tier 3	$198.92	$230.85

E. Rates for Commercial Organic Waste Collection. Effective July 1, 2021 and July 1, 2022, the Commercial Organic Waste Collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective 7/1/2021)	Minimum Monthly Charge (Effective 7/1/2022)
0-2 yards	$99.50	$115.47
0-4 yards	$198.92	$230.85
5 yards	$248.66	$288.57
6 yards	$298.34	$346.22
7 yards	$348.22	$404.10
8 yards	$397.83	$461.68
9 yards	$447.52	$519.34
10 yards	$497.24	$577.04
11 yards	$547.12	$634.92
12 yards	$596.68	$692.44

Additional empty of organics container	$74.62	$86.60
Empty of contaminated organics container	$99.50	$115.47

9.12.100 Solid waste impact fee.

A. Solid Waste Impact Fee Established. Each Single Family Waste Generator and Commercial Waste Generator serviced by City-owned Containers Collection pursuant to this chapter shall pay a solid waste impact fee upon issuance of a building permit as described below. The fee is based on a "Study" (Solid Waste Impact Fee Model), which is attached to the council communication, dated February 15, 2006, entitled "Solid Waste Impact Fee." Containers shall be delivered upon issuance of a certificate of occupancy for the unit/development by the chief building inspector.

1. Noncommercial.

a. Single-family residential dwelling unit: $410.00 per unit;

b. Multifamily residential dwelling unit: $139.00 per unit.

2. Commercial/industrial development: $0.34 per square foot.

B. Ownership. The City shall retain ownership of the Containers. Persons owning or renting property served by such Containers are responsible for the security of the Containers. In the event of fire, theft, or other disappearance of Container from the property a replacement Container will be obtained from the City upon payment of the fee established in subsection A of this section. Persons owning or renting property served by such Containers shall, upon vacating the premises, leave the primary Container for the next occupant in a secure location upon the

premises. Persons who have ordered an extra Container shall, upon vacating the premises, call the City to have the extra container removed. Persons owning or renting property served by such Containers are responsible for the appearance and cleanliness of the Container.

C. Replacement Containers. A replacement Container may be obtained upon payment of the fee established in subsection A of this section. Replacement of a Container no longer usable due to normal wear shall not by subject to a replacement fee.

9.12.110 Requirements for Commercial Edible Food Generators and Food Recovery Organizations.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Chapter 9.12 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this Chapter, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow the environmental utilities director or his or her designee to access the premises and review records to ensure compliance with this section as permitted by 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4, and as may be amended:

a. A list of each Food Recovery service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

c. A record of the following information for each of those Food Recovery services or Food Recovery Organizations:

i. The name, address and contact information of the Food Recovery service or Food Recovery Organization.

ii. The types of food that will be collected by the Food Recovery service or Food Recovery Organization.

iii. The established frequency that food will be collected.

iv. The quantity of food, measured in pounds recovered per month, collected by a Food Recovery service or Food Recovery Organization for Food Recovery.

D. Commercial Edible Food Generators shall submit an annual report, within thirty (30) days upon request by the City, that includes the information required by subsection (C) above to the environmental utilities director or his or her designee commencing on January 1, 2022 for Tier One Commercial Edible Food Generators and commencing January 1, 2024 for the Tier Two Commercial Edible Food Generators. The environmental utilities director or his or her designee is authorized to increase the reporting frequency to require semi-annual or quarterly reporting for some or all of the information listed above.

E. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

F. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

G. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

9.12.120 Accumulations of Solid Waste, Organic Waste, or Garbage Prohibited.

It is unlawful for any person to permit Solid Waste, Organic Waste, or Garbage to accumulate upon the premises owned or occupied by such person.

9.12.130 Container Collection.

A. Each Container subject to this Chapter shall be placed on the curb or parkway or in the alley for Collection, not earlier than the evening preceding and not later than 7:00 a.m. on the day of regular collection. Those Containers shall be removed from the curbs, parkways or alleys within 12 hours after the refuse has been collected therefrom.

B. The Collection services provided under this Chapter is rendered to all properties within the limits of the City, and no service shall be rendered outside the corporate limits of the City.

9.12.140 Collector's responsibility.

No City employees shall remove or dispose of, for such employee's individual use or benefit, any of the contents of any vessel, tank or receptacle used for the Collection, removal or disposal of Solid Waste, Organic Waste, or Garbage.

9.12.150 Disposing of Excluded Waste prohibited.

No person shall place any wearing apparel, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed or any explosive substance, poison, hazardous chemical, offal, or fecal matter in any receptacle or bundle offered for

collection by the City collector. Hazardous medical waste, including, but not limited to sharps, shall be handled by a licensed medical waste hauler and shall not be disposed of in materials offered for collection by the City. All items and substances identified in this section shall be collectively referred to and incorporated herein as "Excluded Waste."

9.12.160 Exclusive use of Containers.

A. It is unlawful for any person to dump or place any material into, or to utilize, any Containers provided under this Chapter without consent of the owner or lessee of the Container whenever a notice has been placed on the Container advising of the existence of this section.

B. It is also unlawful for any person, without the consent of the owner or lessee of the Container, to enter into said Container, whether or not a notice has been placed on such Container, for the purpose of salvaging items therein or for the purpose of utilizing the Container to rest or sleep therein.

9.12.170 Enforcement.

A. In addition to those penalties and procedures provided for in this Chapter, a violation of any provision of this Chapter may be enforced by the issuance of an administrative citation as set forth in Chapter 2.50 of this code.

B. Violations of this Chapter shall be prosecuted as infractions, and penalties imposed for such violations shall not be less than the minimum penalty amounts prescribed under 14 CCR Section 18997.2, as may be amended from time to time.

SECTION 2. Chapter 9.17 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

Chapter 9.17

REFUSE HAULING AND RECYCLING

9.17.000 Short title.

This chapter shall be referred to as the City of Roseville Refuse Hauling and Recycling Ordinance.

9.17.010 Findings.

The ~~city~~City Ce~~ouncil finds and declares that:

A. The City of Roseville (~~city~~City) currently operates a refuse collection service which provides periodic refuse collection and solid waste disposal from all residences and businesses within the ~~city~~City.

B. Lower rates and greater local control result when periodic refuse collection is a municipal function. It is in the best interest of the citizens of the ~~city~~City that periodic refuse collection remains a municipal service, and that no franchises be granted for such services.

C. Historically, the ~~city~~City has not provided for collection of construction related refuse on an irregular or special basis. Debris from construction, renovation and demolition of buildings (hereinafter "C&D waste" as defined in Section 9.17.020) represents a large portion of the volume of waste being generated in the ~~city~~City, and much of C&D waste is suitable for

recycling and reuse. Allowing private collection of such refuse would not adversely affect the ~~city~~City's regular, periodic refuse collection enterprise.

D. Under California law, as embodied in the California Integrated Waste Management Act (California Public Resources Code Section 40000 et seq.), the ~~city~~City is required to prepare, adopt and implement waste source reduction and recycling elements to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to landfills, under the threat of penalties. State law further provides that the ~~city~~City may recover its costs associated with implementing such waste diversion programs.

E. Persons collecting or hauling refuse for the sole purpose of recycling such refuse provide an important service to residents of the ~~city~~City by assisting the ~~city~~City in diverting solid waste from the Western Regional Landfill.

F. Requiring disposal of refuse at the Western Placer Waste Management Authority Materials Recovery Facility (MRF) located in Placer County, which is owned, operated and maintained by the Western Placer Waste Management Authority, a regional governmental joint powers authority of which the ~~city~~City is a constituent member, ensures the proper allocation of waste volumes and recycle credits to the ~~city~~City for all waste generated in the ~~city~~City and disposed of at the MRF.

G. In order for the ~~city~~City to obtain credit under state law for such diversion, reports from recyclers are necessary to document the quantity of refuse which is being recycled.

9.17.020 Definitions.

For purposes of this chapter the following definitions apply:

"Building division" means the building division of the department of development services of the City of Roseville. The building division issues certificates of occupancy and permits for commercial and residential construction, renovation and/or demolition.

"Bulky waste" means household furniture, tree and brush limbs larger than two inches in diameter, tree stumps and intact dead trees.

"C&D waste" means discarded materials generally not considered water soluble, and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, wood and lumber from the construction, renovation, demolition or destruction of a structure as part of a construction, renovation, demolition or landscaping project, and including rocks, soils, tree remains, green waste and bulky waste that normally results from land clearing, landscaping and development operations for a construction, renovation and/or demolition covered project located in the City of Roseville.

"City" means the City of Roseville, a municipal corporation.

"Construction, renovation and/or demolition" means all building, landscaping, remodeling, addition, removal, demolition or destruction of any facility or structure located in the ~~city~~City, or any portion thereof, including, but not limited to, any tenant improvements to an existing facility or structure and including the use or disposal of designated recyclable and reusable materials.

"Construction, renovation and/or demolition waste recycling plan" means a written plan, on a form prescribed by the director of environmental utilities or representative, and submitted by a covered project applicant for the purpose of compliance with this chapter, including the

requirement to divert a ~~goal to achieve a~~minimum of sixty-five ~~50~~ percent (65%) by weight diversion requirement.

"Covered project" means and includes any project located in the ~~city~~City which consists of one or more of the following:

1. Demolition of a building or structure;

2. Demolition of a portion of a building or structure where a demolition permit is required;

3. Construction, addition, renovation or alteration of a single residential, commercial, industrial, or institutional building or structure of greater than 2,000 square feet;

4. Construction of a single residential, commercial, industrial, or institutional building or structure of less than 2,000 square feet if more than one such building is being constructed as part of the same development project. Examples include, but are not limited to, single-family homes built within a subdivision and multiple structures built on a single parcel of land.

"Department" means the environmental utilities department of the City of Roseville, unless otherwise specified.

"Designated recyclable and reusable materials" mean:

1. Masonry building materials generally used in construction, including, but not limited to, asphalt, concrete, rock, stone and brick;

2. Wood materials including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;

3. Vegetative materials including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction, renovation and/or demolition or other use;

4. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;

5. Roofing materials including wood shingles, as well as asphalt, stone and slate based roofing material;

6. Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs and appliances.

"Director" means the director of environmental utilities, or authorized representative.

"Divert" or "diversion" means the setting aside of refuse for the purpose of recycling. Divert and diversion, for the purposes of this chapter, is achieved only when refuse is taken to the Western Placer Waste Management Authority Materials Recovery Facility identified and defined herein, and the quantities are attributed to the ~~city~~City service area.

"Franchisee" means a person or entity holding a nonexclusive franchise hauler permit issued pursuant to this chapter.

"Garbage" means and includes, but is not specifically limited to, the following: all putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and

consumption of food, or resulting from decay or storage of meat, fish, fowl, fruit, or vegetables. It also includes all household and kitchen waste, paper, rags, cans and bottles.

"Green waste" means all tree and plant trimmings, grass cuttings, plants, weeds, leaves, branches, and other similar materials other than bulky waste or garbage.

"Hazardous waste" means any waste that is defined as hazardous waste under Section 40141 of the California Public Resources Code, as amended from time to time.

"Monthly waste generation/disposal and diversion report" means the form approved by the department, as amended from time to time, for the monthly reporting of refuse hauled, disposed and/or diverted in accordance with the provisions of this chapter.

"Person" means any individual, firm, company, corporation or other organization acting as principal, agent or officer, servant or employee, for him or herself or any other individual, firm, company, corporation or other organization.

"Recyclable material" means material which has been retrieved or diverted from disposal or transformation for the purpose of recycling, composting or salvage.

This definition shall include, but not be limited to, corrugated cardboard, newspaper, phone books, junk mail, magazines, ferrous metals, nonferrous metals, recyclable glass (including redemption glass), mixed metals, nonrecyclable glass, aluminum (including redemption aluminum), and No. 1 (Polyethylene terephthalate – PET) and No. 2 (High density polyethylene – HDPE) plastics.

"Recycler" means a person who provides collection or removal of ~~recyclable material~~Recyclables from a customer's site and/or who accepts ~~recyclable material~~Recyclables from the public for the sole purpose of recycling 100 percent of the refuse collected or removed.

"Refuse" means garbage, rubbish, C&D waste or all of these.

"Refuse hauler" means a person who provides the hauling of refuse from a site, for disposal and recycling, where the refuse hauler provides a container, drop box, garbage can or other receptacle for use by the customer which is either retrieved or emptied by the refuse hauler, or where the refuse hauler collects or removes refuse from a designated location on the customer's site. Where the refuse is hauled solely for recycling rather than disposal, such person shall not be considered a refuse hauler.

"Rubbish" means and includes all waste (other than garbage, green waste, bulky waste, and C&D waste), including, without limiting the generality of, the following: paper, cardboard, bedding, rubber tires, rags, sawdust, sweepings, plaster, brick, window glass, cement, crockery, shells, metals, metal products, ashes, and all non-organic accumulations from garden and/or yard areas, not including C&D waste.

"Source separated" means material separated at the point of generation from mixed solid waste that contains less than:

1. Ten percent of total weight in contaminating solid waste that is not a recyclable commodity, such as paper, glass, metal or wood; and

2. Thirty percent of total weight in contaminating solid waste that is not an inert; and

3. Shall include no more than one percent of total weight in putrescible solid waste as part of the contaminating solid waste.

For purposes of this definition of "source-separated" material, "inert" means solid waste and recyclables that are source-separated and do not contain hazardous waste (as defined in 22 CCR Section 66261.3 et seq., and as may be amended from time to time), or soluble pollutants at concentrations in excess of applicable water quality objectives, none of which solid waste, recyclables or soluble pollutants contain putrescible wastes, including concrete (that may have steel reinforcing bar embedded in the concrete), fully cured asphalt, glass, plastics, fiberglass, asphalt or fiberglass roofing shingles, brick, slag, ceramics, plaster, clay and clay products and any other materials determined by CalRecycle to constitute inerts; further including all materials determined by the State Water Resources Control Board to constitute inerts, such as treated industrial wastes, dewatered bentonite-based and drilling mud; but excluding gravel, rock, soil, sand and similar materials as they exist in their natural state, whether processed or not, that have never been used in connection with any structure, development, grading or other human purpose.

"Western Placer Waste Management Authority Materials Recovery Facility (MRF)" means the materials recovery facility located at 3195 Athens Avenue, Lincoln, California, which is owned, operated and maintained by the Western Placer Waste Management Authority, a regional governmental joint powers authority of which the ~~city~~City is a constituent member.

9.17.030 Franchise required—Franchise application fee.

It is unlawful for any person to operate as a refuse hauler, including a refuse hauler of C&D waste from covered projects referenced in Section 9.17.050, without first obtaining a franchise from the ~~city~~City in accordance with this chapter. The franchise, if granted, shall be

nonexclusive. Consistent with the provisions of this chapter, an application for a nonexclusive refuse hauling franchise shall be filed with the director. The application fee shall be in the amount as established by resolution adopted by the ~~city~~City C~~c~~ouncil, as amended from time to time. Notwithstanding the provisions of this section, a person who operates solely as a recycler shall not be required to obtain a franchise for refuse hauling.

9.17.040 Franchise term and franchise fee.

A franchise for refuse hauling shall be for a term of two years. In addition to a franchise application fee, each franchise shall be required to pay a franchise fee of six dollars and eighty-eight cents to the ~~city~~City for every ton of refuse collected and disposed of within the ~~city~~City. The franchise fee set forth in this section may be amended from time to time by resolution of the ~~city~~City council. The franchise fee shall be assessed based on the monthly reports required in Section 9.17.060, and shall be paid monthly by the franchisee upon submission of the required report.

A franchise may be renewed for one or more additional periods aggregating not more than two years,

upon the recommendation of the director. Any person holding a franchise for refuse hauling shall obtain, provide and continuously maintain a ~~city~~City business license, and shall obtain, provide and continuously maintain insurance pursuant to ~~city~~City insurance requirements as set forth in Section 9.17.090.

If franchise fees are not paid by the franchisee at the times required by this section, then in addition to the franchise fees, the franchisee shall pay a late payment charge in an amount

equal to two percent of the franchise fee that is due, plus interest equal to one and one-half percent per month of the entire balance due until paid in full.

9.17.050 ~~Hauling and recycling of C&D waste from covered projects~~Diversion requirements.

A. A covered project shall divert from disposal not less than ~~50~~ sixty-five percent (65%) by weight of the C&D waste generated from the covered project. All C&D waste shall be disposed of at the MRF.

B. A covered project shall divert one hundred percent (100%) of rock, soil, tree remains, tree, and other vegetative matter debris shall be diverted from disposal to landfills through recycling, composting, reuse and/or other diversion programs.

9.17.060 Plan required prior to issuance of building or demolition permit.

A~~B~~. No grading, building or demolition permit shall be issued by the building division for a covered project until the department has approved a C~~c~~onstruction, R~~r~~enovation and/or D~~d~~emolition W~~w~~aste R~~r~~ecycling P~~p~~lan (the "Plan") for the covered project. The P~~p~~lan shall be submitted to the department for approval, in a format prescribed by the director, as a component of the construction, building, renovation or demolition process. The ~~p~~Plan shall contain a reasonably accurate estimate of the tonnage or other specified units of C&D waste expected to be generated by the covered project and shall identify the refuse haulers and/or recyclers to be used for the disposal of C&D waste.

B~~C~~. During the term of the covered project, the project applicant shall recycle or divert the required percentage of C&D waste, in accordance with the approved ~~construction,~~

~~renovation and/or demolition waste recycling plan~~Plan and any procedures established by the director, and shall keep complete and accurate records thereof, including the weight of the C&D waste diverted.

C~~D~~. Failure to comply with the requirements of this section, including, but not limited to, the requirements of the ~~construction, renovation and/or demolition waste recycling plan~~approved Plan and/or the obligation to keep complete and accurate records, may be grounds for issuance of a "stop work" order in addition to other remedies provided in this chapter and under state law.

9.17.070 Compliance with diversion requirements.

A~~E~~. Within 30 days following the completion of the demolition phase of a covered project, and within 30 days following the completion of the construction phase of a covered project, the project applicant shall, as a condition precedent to final inspection and to issuance of any certificate of occupancy or final approval, submit a recycling report to the department, to demonstrate completion of compliance with the requirements of this section.

B. The report provided pursuant to this section shall show the types and tons or other amount of materials recycled, supported by written documentation of the records of measurement from the MRF. Receipts and weight tags will be used to verify that which is reported. The building division will not issue a certificate of occupancy unless the director or his or her designee first determines that the ~~construction, renovation and/or demolition waste recycling plan has been fulfilled~~covered project complied with the Plan.

9.17.080~~060~~ Reports required.

A. On a monthly basis, a person holding a refuse hauling franchise shall complete a monthly waste generation/disposal and diversion report, and submit that report to the department before the 15th day of each month setting forth the total tons of refuse hauled from the ~~city~~City and the total tons of refuse disposed at the MRF all during the preceding month. The report shall show the types and tons or other amount of materials recycled, supported by written documentation of the records of measurement from the MRF. Receipts and weight tags will be used to verify that which is reported.

B. Unless otherwise specified, all reports required by this section shall be in a format determined by the director or his or her designee.

C. If the monthly report required under subsection A is not filed by the due date, the report shall be deemed delinquent, and the franchisee shall pay to the ~~city~~City a delinquent report charge in the amount of $50.00. If the report remains delinquent for more than 30 days, the franchisee shall pay to the ~~city~~City a delinquent report charge in the amount of $100.00. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by the franchisee for the same period of time.

9.17.090~~070~~ Regulations.

The director shall provide regulations as to the size, construction, and numbering of roll-on or other disposal boxes used by franchisees and may establish other regulations relating to refuse hauling services. Refuse haulers, including a refuse hauler of C&D waste from covered projects referenced in Section 9.17.050, shall be required to obtain an encroachment permit pursuant to Chapter 13.28 prior to placing any disposal box or other material within the public right-of-way.

9.17.100~~080~~ Rates.

Rates for refuse collection services provided by nonexclusive franchisees shall not be regulated by the ~~city~~City.

9.17.110~~090~~ License, bonds and insurance.

In addition to a valid ~~city~~City business license, every person operating as a refuse hauler within the ~~city~~City shall maintain public liability insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate; and automobile liability insurance in the amount of $500,000.00 per occurrence and $1,000,000.00 aggregate.

Failure to continuously maintain any of the foregoing is unlawful and grounds for revocation of the franchise.

9.17.120~~100~~ Periodic refuse collection prohibited.

It is unlawful for any person, whether or not holding a franchise as a refuse hauler, to provide refuse disposal services on a regular or periodic basis. Franchises shall be issued only for temporary refuse hauling prior to issuance of an occupancy permit or for the collection of C&D waste. Regular ongoing or periodic refuse collection shall be provided by the ~~city~~City.

9.17.130~~110~~ Proper disposal of refuse and recyclables required.

All refuse collected, removed and/or disposed of by a person holding a nonexclusive refuse hauling franchise or a recycler of C&D waste from a covered project must be delivered to the MRF.

All refuse collected, removed and/or disposed of by a person holding a nonexclusive refuse hauling franchise, a recycler of C&D waste from a covered project or any other recycler

must be handled so that none of the refuse and/or recyclables drops, falls or spills upon the ground or in any way constitutes a nuisance.

9.17.140~~115~~ Nonexclusive franchisee-provided solid waste containers.

A. General. Containers used for storage of solid waste must be designed and constructed to be watertight and prevent the leakage of liquids. All containers shall be painted and must prominently display the current name and telephone number of the franchisee, refuse hauler or recycler. Containers that do not display the current name and telephone number of the franchisee, refuse hauler or recycler will be considered an abandoned container pursuant to Section ~~9.17.116~~9.17.150.

B. Cleaning, Painting and Maintenance. Franchisee, refuse hauler or recycler shall make reasonable efforts to replace, clean or repaint all containers as needed so as to present a clean appearance.

9.17.~~116~~ 150 Abandoned containers.

A. For the purposes of this section, a refuse or ~~recyclable material~~recyclables container shall be considered "abandoned" or an "abandoned container" under any of the following circumstances:

1. Upon the nonexclusive franchisee's failure to remove the container within the time period specified by the director upon termination or revocation of the nonexclusive franchise pursuant to Section 9.17.16~~2~~0(C).

2. Upon the nonexclusive franchisee's failure to remove the container within 30 days after the expiration of the nonexclusive franchise granted to the franchisee.

3. Upon the nonexclusive franchisee's failure to dispose of the contents of the container within five days after the director issues a written notice to franchisee to dispose of the contents of the container.

4. If the containers, including trash compactors, are located on ~~city~~City property and do not prominently display the current name and phone number of the nonexclusive franchisee, refuse hauler or recycler as required under Section 9.17.~~7.115~~140.

B. If the franchisee, refuse hauler or recycler abandons any container used to provide nonperiodic commercial debris collection services, the ~~city~~City may remove the container and/or dispose of the contents of the container.

C. If the ~~city~~City removes a container abandoned by franchisee, refuse hauler or recycler and/or disposes of the contents of any container abandoned by franchisee, refuse hauler or recycler, the ~~city~~City may charge franchisee, refuse hauler or recycler for all ~~city~~City costs incurred in such removal and disposal. Franchisee, refuse hauler or recycler shall reimburse the ~~city~~City for such costs within 10 days after issuance of the ~~city~~City's invoice for such costs.

D. If a container is abandoned in accordance with this section, the ~~city~~City may do any of the following:

1. Use ~~city~~City resources to move the abandoned container(s) to the ~~city~~City's Corporation Yard, located at 2005 Hilltop Circle in Roseville, California.

2. Notify the franchisee, refuse hauler or recycler by certified letter that the container is being stored at the ~~city~~City's Corporation Yard.

3. Require that any and all costs associated with the relocation of the abandoned container(s) be borne by the franchisee, refuse hauler or recycler and paid in full to the ~~city~~City prior to the ~~city~~City's return of said containers.

4. Dispose of the abandoned containers as necessary if within 90 days after the ~~city~~City takes possession of the abandoned container, the franchisee, refuse hauler or recycler does not reclaim the container and/or pay all relocation costs in full to the ~~city~~City.

9.17.16~~2~~0 Franchise revocation—Liability.

A. Violation of state or county laws, this chapter or other provisions of the Roseville Municipal Code relating to garbage, rubbish, refuse hauling and recycling, collection, the franchise ordinance granting the individual franchise, or the regulations promulgated by the director pursuant to this chapter, shall be grounds for revocation of the franchise.

B. In the event the nonexclusive franchise is revoked:

1. Franchisee shall have no right or authority to engage in solid waste collection, transportation or disposal operations in the ~~city~~City.

2. Franchisee shall remain liable to the ~~city~~City for any and all franchise fees that would otherwise be payable by franchisee, for any and all late payment charges and interest assessed pursuant to Section 9.17.040 of this chapter and for any and all delinquent report charges assessed pursuant to Section 9.17.0~~6~~80 of this chapter.

3. Franchisee shall have a continuing obligation to submit to the ~~city~~City all reports required by Section 9.17.0~~6~~80 of this chapter which relate to solid waste activities performed by franchisee up to and including the date of termination.

C. In the event the nonexclusive franchise is terminated or revoked by the director, franchisee shall remove all of franchisee's solid waste containers from all of franchisee's collection service locations and shall properly dispose of all solid waste in such containers. Any solid waste containers belonging to franchisee and not removed within 10 days of the revocation of the franchise shall be considered an abandoned container pursuant to Section 9.17.1~~16~~50.

9.17.~~125~~ 170 Franchise revocation—Appeal.

A. Any person aggrieved by or dissatisfied with any decision or determination of the director relating to the revocation of a franchise may appeal such action first to the ~~city~~City ~~m~~Manager and then, if applicable, to the ~~city~~City Council by filing a written appeal with the appropriate fee within 10 days from the date of action by the director or the committee's/commission's action. If the 10th day falls upon a weekend or holiday, the appeal period shall be extended to the end of the next business day. All appeals shall be filed with the ~~city~~City C~~c~~lerk's office. The decision of the ~~city~~City C~~c~~ouncil on an appeal is final.

B. The failure to file and prosecute all appeals available pursuant to the provisions provided herein shall be deemed a failure to exhaust administrative ~~remedies, and~~remedies and shall act as a complete bar to any legal proceeding challenging the subject decision or determination.

9.17.~~130~~180 Permit compliance.

Compliance with this chapter may be listed as a condition of approval of any project.

9.17.190~~140~~ Transfer or assignment of franchise prohibited.

A person holding a nonexclusive refuse hauling franchise shall not sell, lease, transfer, assign or otherwise dispose of, either in whole or in part, whether by forced sale, merger, consolidation, reorganization or otherwise, a refuse hauling franchise issued pursuant to this chapter without first obtaining the prior written consent of the director. Any such consent shall be subject to terms and conditions as may be prescribed by the director. This restriction includes the transfer of ownership of the franchise, or a majority of ownership or control of the franchise or a conveyance of a majority of the franchise's stock to a new controlling interest. A franchise shall become void upon the abandonment of the business as determined by the director.

9.17.~~150~~ 200 Recycling encouraged.

Nothing in this chapter shall limit the right of an individual to donate, sell or otherwise dispose of recyclables, provided that such disposal is in accordance with the provisions of this chapter.

9.17.~~160~~ 210 Violations.

A. Violation of any provision of this chapter or the regulations adopted pursuant to this chapter is unlawful, and may be charged as a misdemeanor or infraction in the discretion of the ~~city~~City A~~a~~ttorney.

B. Violation of any provisions of this chapter or the regulations adopted pursuant to this chapter is declared to be a public nuisance, which may be abated by appropriate civil action.

C. The remedies provided in this chapter are cumulative and are in addition to any other remedies provided by law.

9.17.220~~170~~ Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance codified in this chapter which can be given effect without the invalid provision or application, and to this end the provisions of the ordinance codified in this chapter are severable. The ~~city~~City C~~c~~ouncil hereby declares that it would have adopted the ordinance codified in this chapter irrespective of the invalidity of any particular portion thereof.

SECTION 3. This ordinance shall be effective June 1, 2022 as an urgency measure.

SECTION 4. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect June 1, 2022. A statement of urgency is as follows:

It is necessary to amend Chapters 9.12 and 9.17 of Title 9 of the Roseville Municipal Code pursuant to this urgency ordinance to conform with the requirements of Senate Bill 1383 – Short-lived Climate Pollutants and CalRecycle's Organics Regulations (CCR Title 14 Division 7, Chapter 12), to secure $193,659 in CalRecycle grant funding under the SB 1383 Local Assistance Grant Program, and for the orderly and necessary continuance of operations of the City.

SECTION 5. Posting.

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 said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

COUNCIL COMMUNICATION

CC #: 2109
File #: 0800-02

Title: Second Reading - Municipal Code Amendments - Water Utility
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.14.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6500 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.08.020 AND 14.08.060 OF CHAPTER 14.08 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER, AMENDING SECTIONS 14.09.030, 14.09.050, 14.09.060, 14.09.070, 14.09.080, 14.09.090, 14.09.100, 14.09.110 AND 14.09.120 OF CHAPTER 14.09 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER CONSERVATION, AMENDING SECTIONS 14.10.020, 14.10.030, 14.10.040, 14.10.060, 14.10.080, AND 14.10.110 OF CHAPTER 14.10 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BACKFLOW PREVENTION INSPECTION AND CROSS-CONNECTION CONTROL, AND AMENDING SECTION 14.11.040 OF CHAPTER 14.11 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WELL WATER, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

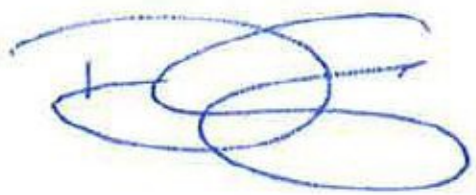
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard D. Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6500

ORDINANCE NO. 6500

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.08.020 AND 14.08.060 OF CHAPTER 14.08 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER, AMENDING SECTIONS 14.09.030, 14.09.050, 14.09.060, 14.09.070, 14.09.080, 14.09.090, 14.09.100, 14.09.110 AND 14.09.120 OF CHAPTER 14.09 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER CONSERVATION, AMENDING SECTIONS 14.10.020, 14.10.030, 14.10.040, 14.10.060, 14.10.080, AND 14.10.110 OF CHAPTER 14.10 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BACKFLOW PREVENTION INSPECTION AND CROSS-CONNECTION CONTROL, AND AMENDING SECTION 14.11.040 OF CHAPTER 14.11 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WELL WATER

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.08.020 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.020 Service connections—Application—Costs.

A. The water division shall install service connections and lay service pipes up to the coterminous of the public easement or interest in land and the property of the applicant, except in the case of improvements installed pursuant to the subdivision regulations, all of which improvements shall be the sole responsibility of the developer. Ordinarily, such service pipes shall terminate within two feet in back of a sidewalk. Where there is no sidewalk, the location of the terminal of the service pipes shall be determined by the environmental utilities director or designee based upon where a sidewalk would ordinarily be located. The responsibility of the city with respect to ownership, maintenance, and repair of any water service connections and service pipes shall not extend, in any case, beyond the terminal of the service pipes, or at the location of the coupling on the customer's water meter, if one is installed.

B. The size of such service connections and pipes shall be determined by the applicant by reference to the Uniform Plumbing Code. The environmental utilities director is not responsible for verifying the calculations and is not responsible for any pressure problems related to improperly sized services.

C. Prior to the installation of such service connections and pipes, the applicant shall pay to the city the estimated costs of installation.

D. The cost of installation shall be established by the environmental utilities director or designee, based upon the estimated costs of labor, materials, equipment costs and rentals, and administrative costs. Upon the completion of an installation and approving inspection of any connection, the director or designee shall refund any amounts collected with the application which exceed the actual costs.

SECTION 2. Section 14.08.060 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.060 Tampering with city property—Bypassing meters.

It is unlawful for any person not authorized by the city to do so to tamper with any gates, valves, backflow assemblies, fire hydrants, meters, or any of the city's property accessory or appurtenant to the potable and recycled water distribution systems, to break the seal on any water meter, or to cause water to bypass any water meter.

SECTION 3. Section 14.09.030 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.030 Definition of water waste.

Any of the following acts or omissions, whether willful or negligent, shall constitute the waste of water:

A. Causing or permitting water to leak, discharge, flow or run to waste into any gutter, sanitary sewer, watercourse or public or private storm drain, or to any adjacent property, from any tap, hose, faucet, pipe, sprinkler, pond, pool, waterway, fountain or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that the earth intended to be irrigated has been saturated with water to the point that excess water flows over or through the earth to waste. In the case of washing, "discharge," "flow" or "run to waste" means that water in excess of that necessary to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area, flows to waste.

B. Allowing water fixtures (including, but not limited to, toilets, faucets, shower heads) or heating or cooling devices to leak or run to waste.

C. Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices.

D. Backwashing so as to discharge to waste swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations, as determined by the city manager, or designee.

E. Operation of an irrigation system that applies water to an impervious surface or that is in disrepair.

F. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.

G. Irrigation of landscaping during rainfall or 48 hours after a measurable rain event. A measurable rain event is the equivalent of ¼ of inch of rain in an hour.

H. Overfilling of any pond, pool or fountain which results in water discharging to waste.

SECTION 4. Section 14.09.050 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.050 Groundwater use as an alternate supply.

While the city routinely pumps relatively small volumes of groundwater during all water year types for maintenance purposes, the city may use groundwater as an alternate source of water supply to aid in meeting demands associated with dry periods, peak demands, or due to surface water supply curtailments. The city may also use groundwater as an alternate source of water supply to achieve obligations associated with the Sacramento Water Forum, American

River flow standards, or when participating in groundwater banking to achieve California Water Code obligations under the Sustainable Groundwater Management Act or to be consistent with other regional or statewide objectives.

SECTION 5. Section 14.09.060 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.060 Basic stage restrictions.

During the basic water conservation stage, the following restrictions shall be in force:

Water shall be used for beneficial purposes only; all unnecessary and wasteful uses (as defined in Section 14.09.030) of water are prohibited.

A. Water shall be confined to the user's property and shall not be allowed to run off to adjoining properties, or to the roadside or to the gutter. Care shall be taken not to water past the point of saturation.

B. Free-flowing hoses for all uses are prohibited. Automatic shut-off devices shall be attached on any hose or filling apparatus in use.

C. All leaks (including irrigation systems, pipes, fixtures, pools, ponds, fountains and waterways) shall be repaired within five calendar days or less if warranted by the severity of the problem as determined in the discretion of the city manager, or designee.

D. All pools, spas, and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak-proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 14.20 of Title 14 of the City of Roseville Municipal Code.

E. Landscaping.

1. All landscaping installed in the City of Roseville shall comply with the water efficient landscape requirements adopted by resolution of the city council.

2. Irrigation of new landscaping shall be allowed on any day of the week for a period of 30 days after the new landscaping is planted, unless the city manager, or designee, provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted. After the 30 days, irrigation days and run times should be decreased to settings appropriate for an established landscape.

3. Upon city declaration of a water shortage, the city manager or designee may impose revised and/or additional limitations on the irrigation of new landscaping, as specified in Sections 14.09.060 through 14.09.100, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect. A waiver may be granted to irrigate during an establishment period for actively used turf areas and/or sports fields or as approved by the city manager or designee. Allowance shall also be made for irrigation testing and repairs.

F. All site reviews shall include an evaluation of using recycled water. Recycled water shall be required if economically feasible.

SECTION 6. Section 14.09.070 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.070 Stage one drought restrictions.

During a stage one drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage restrictions required by Sections 14.09.030 and 14.09.060 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and non-residential users shall reduce water usage up to 10 percent.

C. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Monday and Friday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Monday, Wednesday and Friday of each week, if needed.

D. Nonresidential water users (including without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Tuesday, Thursday and Saturday of each week, if needed.

E. The limitations specified in subsections C and D shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

F. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

G. City park sites shall, as an aggregate, reduce usage up to 10 percent.

H. Washing streets, parking lots, driveways, sidewalks or buildings, except as necessary for health or sanitary purposes or pursuant to a term or condition in a permit issued by a state or federal agency, is prohibited.

I. Water shall not be served at restaurants except by request.

J. Water shortage surcharges shall be implemented as set forth in Section 14.08.095.

SECTION 7. Section 14.09.080 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.080 Stage two drought restrictions.

During a stage two drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage and stage one restrictions required by Sections 14.09.060 and 14.09.070 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and non-residential landscapes shall reduce water usage up to 20 percent.

C. City park sites shall, as an aggregate, reduce usage up to 20 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Monday and Friday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Monday, Wednesday and Friday of each week, if needed.

E. Nonresidential water users (including without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to the Environmental Utilities-Water Efficiency Section for a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation onTuesday, Thursday and Saturday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. Washing of vehicles or boats is prohibited except:

1. When using a hose that is equipped with a control nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied; or

2. When washed in either an automatic or manual commercial car wash that recirculates its water and uses high pressure/low volume wash systems.

3. Temporary car washes, held for fundraising purposes, are encouraged to partner with an automatic commercial car wash that recirculates its water and uses high pressure/low

volume wash systems. If run independently, the participants must use a hose nozzle that completely shuts off the flow of water when not in use and must comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 14.20 of Title 14 of the City of Roseville Municipal Code.

I. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

SECTION 8. Section 14.09.090 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.090 Stage three drought restrictions.

During a stage three drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, stage one, and stage two restrictions required by Sections 14.09.060, 14.09.070 and 14.09.080 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and non-residential landscapes are to reduce water usage up to 30 percent.

C. City park sites shall, as an aggregate, reduce usage up to 30 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of May – last day of August: up to two days per week irrigation on Monday and Friday of each week, if needed.

E. Nonresidential water users (including without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of May – last day of August: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. New or expanded landscaping is limited to drought-tolerant trees, shrubs, and ground-cover and be irrigated using a low volume irrigation system. No new turf shall be

planted, hydroseeded, or laid, unless prior written consent is received from the city manager or designee. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

I. Except where recycled water is used, golf courses shall reduce irrigation up to 30 percent.

J. All decorative fountains, decorative (i.e., nonswimming) pools, and decorative waterways shall be shut off. Such fountains, pools, and waterways shall not be refilled until the city has returned to the basic water conservation stage unless for preventative maintenance. Fountains, ponds or pools that are filled with recycled water are not subject to this provision. Decorative ponds that contain fish as a feature shall be exempt from this restriction as long as the system is maintained in good working order with measures taken to reduce the volume of makeup water required for evaporative losses.

K. Except where recycled or other non-potable water is used or as otherwise provided in this subsection, use of water for dust control is prohibited. Dust control shall be augmented by hardened, temporary travel routes with materials that are accepted by the city manager, city engineer, or designee. Potable water is allowed for construction water only where and to the extent required for public health and safety reasons.

L. New swimming pools and spas may be filled after construction using customer's metered water at then existing water rates. All new pools must include a means for minimizing evaporative loss, such as a pool cover, at time of final inspection by the city. After being filled with water for the first time, all pools and spas shall be subject to the requirements of Section 14.09.060(D).

M. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

N. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and revives wash water for continual use.

SECTION 9. Section 14.09.100 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.100 Stage four drought restrictions.

During a stage four drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, stage one, stage two, and stage three restrictions required by Sections 14.09.060, 14.09.070, 14.09.080 and 14.09.090 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential customers and non-residential landscapes are to reduce water usage up to 40 percent.

C. City park sites shall, as an aggregate, reduce usage up to 40 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: No irrigation allowed.

2. 1st day of May – last day of August: up to one day per week irrigation on Monday, if needed.

E. Nonresidential water users (including without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: No irrigation allowed.

2. 1st day of May – last day of August: up to one day per week irrigation on Tuesday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, trees or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. Installation of any new landscaping is prohibited unless irrigation is provided through connection to an active recycled water system. In the case of new construction, the city's building official will issue a temporary final upon completion of the structural development of the property. When the city has returned to a stage two drought restriction, landscaping installation can be completed and a building final will become available upon inspection by the city.

I. Except where recycled water is used, golf courses shall reduce irrigation up to 40 percent.

J. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and recycles wash water for continual use.

K. Existing pools shall not be emptied and refilled using city water unless required for health or safety reasons until the city has returned to a stage two drought restriction. Pools may be re-filled only to the extent necessary to replace evaporative losses.

L. No commitments shall be made to provide water service as part of any new land use entitlement (general plan, specific plan or amendments requesting new water allocations) until the city has returned to a stage two drought restriction. Currently approved specific plans with accompanying development agreements and projects or properties that have received water allocations in advance of full entitlements may be issued building permits so long as they comply with the remainder of this chapter.

M. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

N. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and revives wash water for continual use.

SECTION 10. Section 14.09.110 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.110 Stage five drought restrictions.

During a stage five drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, or stage one, stage two, stage three and stage four restrictions required by Sections 14.09.060, 14.09.070, 14.09.080, 14.09.090 and 14.09.100 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential customers and non-residential landscapes are to reduce water usage up to 50 percent.

C. Except where recycled water is used, water users shall reduce landscape irrigation as follows:

1. Turf shall not be irrigated.

2. Trees and shrubs may be irrigated with a properly functioning low volume landscape irrigation system or by use of a handheld hose equipped with a nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose.. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

D. Filling new or existing swimming pools and spas with city water is prohibited.

E. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

SECTION 11. Section 14.09.120 of Chapter 14.09 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.09.120 Determination of drought tolerance.

Where this chapter permits or prohibits acts based upon whether or not a planting, tree, shrub, or groundcover is "drought tolerant" the determination shall be made based upon Sunset's *Western Garden Book* (most recent edition), or UC Davis Arboretum's "All Stars" plant database (www.arboretum.ucdavis.edu), and WUCOLS (Water Use Classification of Landscape Species) most current edition. Where this chapter permits or prohibits acts based upon whether a form of irrigation is "low volume drip irrigation" the determination shall be made by the director, or designee, whose determination shall be final.

SECTION 12. Section 14.10.020 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.020 Definitions.

The following words are defined for purposes of this chapter as follows:

A. "Backflow prevention assembly" means an assembly or means designed to prevent the undesirable reversal of flow in a potable water distribution system as a result of a cross connection with a nonpotable supply or any matter that may alter the quality of the potable water.

B. "Backflow prevention assembly tester" means a person who is certified by the city to perform testing of backflow prevention assemblies owned by customers of the city and who has completed training and holds a current certification from the California-Nevada Section of the American Water Works Association. To maintain city certification, a backflow prevention assembly tester shall continually demonstrate competency in performing tests on backflow prevention devices to the Director's or their designee's satisfaction.

C. "Backflow prevention-inspection fund" means that special interest-bearing fund established pursuant to Section 14.10.040.

D. "Cross-connection" means an unprotected actual or potential connection or structural arrangement between the city's potable water system, including a piping system connected to the city's potable water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances within a customer's premises and/or customer's water system which is not from an approved potable water supply. Bypass arrangements, jumper connections, removable sections, swivel and changeover devices, or other devices through which backflow or back-siphonage could occur, shall be considered to be cross-connections.

E. "Department" means the department of environmental utilities.

F. "Director" means the director of the department.

G. "Reinspection fee" means the fee required to be paid upon a finding by an inspector that a backflow prevention assembly is defective or not in compliance with the standards set forth in this chapter and requires retest after repair or replacement.

SECTION 13. Section 14.10.030 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.030 Backflow prevention assemblies required.

A. No water service connection to any commercial premises shall be installed unless the water supply is protected as required by this chapter.

B. In the case of premises having an auxiliary water supply that is not or may not be of safe bacteriological or chemical quality and that is not acceptable to the director or designee as an additional source, the property owner shall protect the public water system against backflow from the premises by installing an approved backflow prevention assembly in the service line.

C. The City may inspect the premises of existing customers to determine if, in the opinion of the director or designee, such premises may require a backflow-prevention assembly. In the case of premises having either: (1) internal cross connections that cannot be permanently corrected and controlled, (2) intricate plumbing and piping arrangements where entry to all portions of the premises is not readily accessible for inspection purposes, or (3) a condition that in the opinion of the director or designee constitutes a hazard to health, the property owner shall protect the public water system against backflow from the premises by installing an approved backflow prevention assembly in the service line.

D. Failure of a customer or property owner to provide for the installation or the upgrading of a required backflow-prevention assembly, as specified in subsections (B) and (C) of this section, within 30 days following written notification from the city, and for the preservation of the health and safety of the public water supply, the city may temporarily shut off potable water service to the premises and/or customer's system until the customer has installed or upgraded, and tested, an approved assembly to the satisfaction of the director or designee.

E. Any backflow-prevention assembly installed or upgraded on a customer's premises shall be and remain the property of the customer.

SECTION 14. Section 14.10.040 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.040 Establishment and administration of backflow prevention inspection fund.

The finance director is hereby directed to establish a special interest-bearing fund entitled the backflow prevention inspection fund. All fees collected pursuant to this chapter shall be deposited in the backflow prevention inspection fund and expended solely to finance the program set forth in this chapter.

This fee is allowed under the California State Health and Safety Code, Division 104, Part 12, Article 2, Chapter 5, Section 116805 (d) that allows water utilities implementing the backflow prevention program to recover their costs to administer the program

SECTION 15. Section 14.10.060 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.060 Inspection.

A. After installation of a backflow prevention assembly, a backflow prevention assembly tester shall inspect and test the backflow prevention assembly.

B. Each backflow prevention assembly shall be inspected and tested at least once annually by a backflow prevention assembly tester.

C. Where city personnel are required to perform the test, an inspection fee shall be charged to the customer as established by Section 14.10.040.

D. If a backflow prevention assembly meets required standards established by this chapter, city will send the customer a notice of compliance.

E. The customer's system should be open for inspection at all reasonable times to authorized representatives of the City of Roseville water department to determine whether cross connections or other structural or sanitary hazards, including violations of these regulations, exist.

F The City may terminate the customer's potable water service if the customer fails to have a backflow prevention device inspected and tested within the time period required by the city pursuant to Section 14.10.030(D).

SECTION 16. Section 14.10.080 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.080 Reinspection.

A. If the backflow prevention assembly tester determines that the backflow prevention assembly does not meet the standards established by this chapter, the city will issue the customer a notice to correct. The customer shall make the necessary repairs or replacement within 30 days of issuance of the notice to correct.

B. The backflow prevention assembly shall be reinspected by a backflow prevention assembly tester within 30 days, at which time a reinspection fee shall be charged to the customer as established by resolution adopted by the city council, as amended from time to time.

C. Each time a reinspection is required, an additional reinspection fee will be charged to the customer, until such time that the city sends the customer a notice of compliance.

SECTION 17. Section 14.10.110 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.110 Enforcement.

A. Failure to maintain a backflow prevention assembly as required by this chapter shall be a violation.

B. If the director or designee determines that a customer's failure to install, adequately maintain ,or otherwise finds evidence that an installed backflow prevention assembly has been bypassed or rendered ineffective and constitutes a threat to the potable water supply, the director may order that water services to the noncomplying customer be discontinued. The director shall notify the customer at least 30 days prior to the proposed determination of service; provided, however, that if the threat to the potable water supply is so immediate that a delay in terminating water service may threaten the public health and safety, the director may terminate service without prior written notice.

C. A customer who has received a notice of termination of water services from the director may appeal the decision in writing to the environmental utilities director. The appeal must be received by the environmental utilities director prior to the proposed termination date, in which case the termination of services will not occur until after the appeal is heard.

SECTION 18. Section 14.11.040 of Chapter 14.11 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.11.040 Well permit application – Regional Water Quality Control Board consideration.

A. Applications for well permits shall be made to the environmental utilities director on forms provided by the city and shall contain all information as required by the city to accomplish the purposes of this chapter. Each application shall be accompanied by a site assessment work plan.

B. The city manager, or designee, shall determine if the applicant shall be required to obtain consideration and/or approval of the Regional Water Quality Control Board prior to the issuance of the well permit by the environmental utilities director or designee.

SECTION 19. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 20. 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

COUNCIL COMMUNICATION

CC #: 2099
File #: 0600-02

Title: Out-of-State Travel - Parks, Recreation & Libraries Department
Contact: Julie Sparkes 916-774-5244 jsparkes@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve out-of-state travel request for five Parks, Recreation & Libraries staff members to visit successful multi-sport field complexes and universally accessible playgrounds in Johnson County, Kansas, in preparation for the construction of the Roseville Sports Complex and accessible playground.

BACKGROUND

The 12-field Scheels Soccer Complex in Overland Park, Kansas, opened in 2009, is one of the premier soccer complexes in the nation. In the same county is the 9-field Garmin Soccer Complex in Olathe, Kansas that opened in 2019. Both of these successful state-of-the-art complexes feature artificial turf fields and support amenities similar in vision to the proposed Roseville complex.

An additional feature at the Roseville complex will be a universally accessible playground. Johnson County, Kansas offers several such playgrounds unlike any in the Roseville region. This trip will benefit PRL development, maintenance, and programming staff to see these complexes and facilities, meet with operators to learn their successes and challenges, and help guide decision making for the Roseville complex.

FISCAL IMPACT

Funding for travel and lodging for all five staff is estimated to be $7,500. There are sufficient funds in the Parks, Recreation & Libraries budget in the General Fund to cover the expenditure. No additional funds are being requested.

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 out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

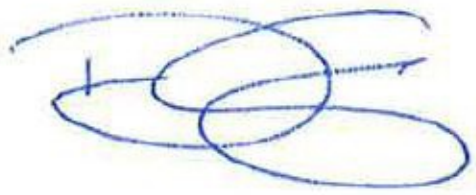
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Julie Sparkes, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 2098
File #: 0709-02-01

Title:	HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update
Contact:	Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.16.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority, the City Council, acting as the governing board for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing landlord, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household is able to afford to live in safe and decent housing.

RHA is authorized to provide 795 households with HCV rental assistance. This total includes 75 vouchers allocated specifically for families on the waiting list with a head-of-household or spouse that are non-elderly and disabled (NED vouchers), 75 Veterans Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans Affairs (VA) Department, and 33 Mainstream vouchers that assist households who have a non-elderly adult person with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless.

RHA administers the Family Self-Sufficiency Program (FSS) which is a component of the HCV program that provides additional assistance to families who are working to become free of public assistance. RHA staff is working hard to update the way it communicates with its FSS participants. An FSS Facebook page was launched February 25, 2022 providing participants and the public with information and resources related to self sufficiency such as job fairs, work shops, scholarship opportunities, job leads, etc.

Roseville Housing Authority received and is administering 50 Emergency Housing Vouchers (EHV). EHVs provide rental assistance to 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 individual or family's homelessness or high risk of housing instability. These special vouchers are filled through a direct referral process from the Coordinated Entry System managed by the Homeless Resource Council of the Sierras (HRCS). Participants have access to additional resources such as application fees, deposit assistance, landlord incentives, and utility assistance. These resources are funded through the HUD-issued service provider fees. At end of the first quarter of 2022, 44 EHV vouchers had been issued and 16 households have leased a unit with their voucher. These vouchers were made available due to the pandemic; they are not a permanent addition to RHA's budget authority. Issued EHVs that subsequently become available may be re-issued until September 30, 2023.

Each housing authority is required to be at least 95% leased-up for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation.

Lease-up has stayed consistent during the first quarter of 2022. EHV utilization is low but increased from 2.3% in the fourth quarter 2021, to 17.3% end of first quarter 2022. Staff continues to attend bimonthly check in meetings to work with the Homeless Resource Council of the Sierras and referring agencies to address any barriers to housing that may arise. The attachment provides a monthly summary of RHA's voucher programs for the first quarter of 2022.

FISCAL IMPACT

This Housing Authority Quarterly Status Report does 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 Roseville Housing Authority Quarterly Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

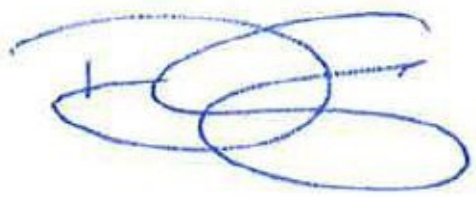
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

RHA Voucher Lease Up Qtr 1

Quarterly Newsletter

Roseville Housing Authority Voucher Lease-up Quarter 1 2022

2022	Actual Lease-up of Regular	10-HUD Regular (562)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (75)	Actual Lease-up of Mainstream	12-HUD Mainstream (33)	Actual Lease-up of EHV	21-HUD Emergency Housing Vouchers (EHVs) (50)
Jan-22	542	562	69	75	58	75	30	33	3	50
Feb-22	544	562	67	75	57	75	28	33	11	50
Mar-22	538	562	67	75	58	75	28	33	12	50
YTD Total	**1624**	**1686**	**203**	**225**	**173**	**225**	**86**	**99**	**26**	**150**
YTD % Leased	**96.3%**		**90.2%**		**76.9%**		**86.9%**		**17.3%**	



Roseville Housing Authority Newsletter

May 2022



NAHRO contest – What home means to me

Since 2008, this contest has recognized the amazing, poignant art of children who live in affordable housing across the country. Each piece of art visually shares the child's thoughts on what their home means to them. Each year, hundreds of children, ages 5-18, participate in the contest. Their heartfelt messages about their homes underscore the importance of the work that houses and community development professionals do.

The final contest, conducted in Washington, D.C., is the culmination of numerous poster contests held by public housing authorities all across the United States. Three judges choose 13 winners from hundreds of entries to be featured in NAHRO's "What Home Means to Me" calendar. All winners receive cash prizes.

The grand prize winner, whose art is featured on the calendar cover, will also receive a trip to NAHRO's Washington Conference to meet our membership and his/her Congressional representatives. Visit **nahro.org/news-publications/what-home-means-to-me/** for more information.

The deadline for the contest is Friday, August 5, 2022.

Don't miss this amazing PSWRC-NAHRO scholarship opportunity!

This scholarship incentive program is for graduating high school students and continuing college students who reside in public housing or Section 8 housing!

PSWRC will award one scholarship in the amount of $1,000/year and will renew this award annually for the maximum of four (4) years based on the academic performance of the winner.

Visit **nahro.org/membership/scholarships** for more information.

Deadline for submission is June 3, 2022

Roseville Housing Authority
316 Vernon St., Ste 150
Roseville, CA 95678

916 774-5270
916 746-1295 (fax)
roseville.ca.us /housing

EQUAL HOUSING OPPORTUNITY

CITY OF ROSEVILLE CALIFORNIA



Resident Advisory Board

The Roseville Housing Authority is now looking for Housing Choice Voucher Program Participants that are interested in volunteering for a position on the Housing Authority's Resident Advisory Board (RAB).

The RAB typically meets one to two times each year. We are currently compiling an interest list to draw from as positions need to be filled.

If you have any questions or if you are interested in applying for a position on the Resident Advisory Board, please contact **housing@roseville.ca.us** or call (916) 774-5270. If you are interested, you will be sent some additional information about the Resident Advisory Board and a short application to complete.

We looking forward to working together and hearing your input!

The deadline to request an application is July 29, 2022.

211 Placer

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AffordableHousing.com

Search for available units, connect with property owners, apply for public housing assistance and manage your waiting list applications – all in one place.

Plus, it's FREE to sign up!

Roseville Housing Authority

Monday
9 a.m. – 3 p.m.

Tuesday – Thursday
9 a.m. – 5 p.m.

Friday
8 a.m. – noon

Closed every day from
noon – 1 p.m. for lunch

Check out the Roseville Housing Authority's Facebook page for the Family Self-Sufficiency Program!

What is the Family Self Sufficiency (FSS) Program?

The FSS program can help you build a more stable financial future.

As your Income from work increases, your rent increase is saved in an escrow account that you'll receive when you successfully complete the program. FSS is a five-year program.

Scan here to find out more!

COUNCIL COMMUNICATION

CC #: 2100
File #: 0102-10

Title: Resolution - Rosalinda Parra
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Commend Rosalinda Parra for her 18 years of outstanding service and dedication to the City of Roseville, congratulate her for her many accomplishments, and wish her 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.

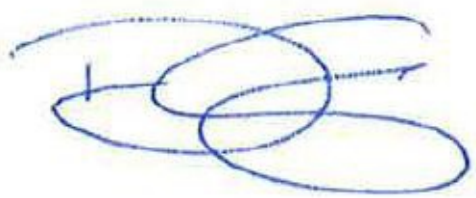
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Rosalinda Parra

Resolution

WHEREAS, Rosalinda Parra began her distinguished career with the City of Roseville in in December 2004 as a City Clerk Technician I in the City Clerk Department; and

WHEREAS, Rosalinda promoted to City Clerk Technican II in May 2021; and

WHEREAS, Rosalinda was responsible for processing and maintaining securities required for development agreements, tree and grading bonds, encroachment permits and various housing activities while in the City Clerk Department; and

WHEREAS, Rosalinda received a 2012 Pride of Roseville – Commendation for Excellence Award recognizing her "Outstanding Work Performance Team" efforts; and

WHEREAS, Rosalinda received a 2019 Pride of Roseville – City Manager's Award recognizing her efforts to ensure that the City's Passport Center successfully transitioned to its new location despite the City Clerk Department being significantly short-staffed, and impacted due to COVID-19; and

WHEREAS, Rosalinda is known for her tremendous attention to detail, thoughtful and careful work, thorough understanding of the U. S. Department of State's passport acceptance facility process; and

WHEREAS, Rosalinda is recognized by the City Clerk Department for the instrumental role she played in ensuring the success of the City's Passport Center, which has processed over 100,000 passport applications, and generated almost $2.5M since its inception; and

WHEREAS, Rosalinda is now retiring after over 18 years of honorable service to the City of Roseville and will be missed and remembered by her friends, and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **ROSALINDA PARRA** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her accomplishments, and wished a long, healthy, and enjoyable retirement.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

SIGNED AND APPROVED this 1st day of June 2022.

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 2108
File #: 0400-04-12-2 & 0400-03 & 0400-04

Title:	Sierra Vista Specific Plan JMC Tentative Map #4 - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendments
Contact:	Shelby Maples 916-746-1347 smaples@roseville.ca.us

Meeting Date: 6/1/2022
Item #: 8.1.

RECOMMENDATION TO COUNCIL

At the April 28, 2022 Planning Commission hearing, the Planning Commission recommended the City Council take the following actions on the project:

1. Consider the Addendum to the Sierra Vista Specific Plan Environmental Impact Report;
2. Adopt a resolution approving the land use amendments to the General Plan;
3. Adopt a resolution approving text and land use amendments to the Sierra Vista Specific Plan;
4. Adopt the two (2) findings of fact and introduce for first reading an ordinance adopting the Rezone;
5. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Second Amendment of the Development Agreement by and between the City of Roseville and SV218, LLC relative to the Sierra Vista Specific Plan and authorizing the City Manager to execute it on behalf of the City of Roseville;
6. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Second Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC relative to the Sierra Vista Specific Plan and authorizing the City Manager to execute it on behalf of the City of Roseville; and
7. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Sixth Amendment of the Development Agreement by and between the City of Roseville and SVC2, LLC relative to the Sierra Vista Specific Plan and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The project site is within the Sierra Vista Specific Plan (SVSP) area. The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddyment Road, north of Baseline Road. An Environmental Impact Report (EIR) was certified and a Mitigation Monitoring and Reporting Program was adopted with the SVSP. Additionally, the City entered into several Development Agreements with the property owners of the SVSP parcels to outline development obligations

within the plan area.

The requested entitlements (described in further detail in the Project Description section below) will allow the development of 516 single-family residential units on Parcels CO-1, CO-2, CO-3, CO-20, CO-21, and CO-22 (Tentative Map #4). Additionally, the project will modify the land use and zoning designations for Parcels FD-7, FD-24, FD-32 (into 32A and B), FD-41, JM-1, and JM-20 to facilitate future development.

Project Description

The proposed project includes the following entitlements:

General Plan Amendment (GPA): The project includes a General Plan Amendment to: move Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); change Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; change Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separate High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23 acres) and reduce the HDR acreage by 0.86 acres; and increase Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres. This will result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP.
Specific Plan Amendment (SPA): The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment, as well as unit transfers between Parcels CO-1 through CO-3, CO-20 through CO-22, FD-7, FD-24, FD-32 A and B, FD-41, JM-01, and JM-20. The land use for FD-41 will be modified to remove the mixed-use overlay, and the units reallocated amongst the parcels. Additionally, the Amendment will transfer the obligation to construct affordable middle-income purchase units from Parcel CO-20 (34 units) and DF-20 (four units) to new parcel FD-32B, and convert those units to 19 low and 19 very low income rental units. The SPA includes changes to the text, tables, and figures to reflect the land use changes and unit transfers.
Rezone (RZ): All of the affected residential parcels have a zoning designation of RS/DS, which will remain unchanged. The Rezone is requested to adjust the acreages and boundaries of the zoning designations to be consistent with the proposed land use adjustments and the large and small lot maps.
Development Agreement Amendment (DAA): The project also includes the amendment of three development agreements within the SVSP: the second amendment of the Mourier Investments, LLC (Conley) DA; the second amendment of the DF Properties DA; and the sixth amendment of the Federico DA. The DAAs reflect the proposed land use changes and the change in the number of units within the affected development agreements. Additionally, the DAAs will remove fee deferrals for the Public Facilities and Public Benefits fees, consistent with other DAs in the area, as well as the transfer of the affordable unit obligation of middle income purchase units from CO-20 (34 units) and DF-20 (four units) to FD-32B, and the conversion of those units to 19 low and 19 very low income rental units. The Conley DA will include the payment of supplemental park and bike trail fees to alleviate the shortfall created by the proposed rezone and previous rezones approved for properties developed by JMC.
Summary Evaluation - General Plan Amendment, Specific Plan Amendment, and Rezone

As described above and in the Planning Commission staff report (provided as Attachments 1.1 through 1.4), the project involves the reconfiguration of parcels and unit transfers among several large lot parcels within the SVSP area. The amendments will not change the overall number of residential units within the SVSP. The General Plan land use map and associated table will be

updated to reflect the land use changes. Text, table, and figures of the SVSP document will be updated to reflect the land use changes and unit transfers. The Rezone will align with the proposed land use modifications.

The project also includes several modifications to the SVSP in addition to the transfer of units. The project includes a modification to the affordable housing requirements, proposing the transfer of middle income purchase units from Parcels CO-20 (34 units) and DF-20 (4 units) to new parcel FD-32B, which is a High Density Residential (HDR) lot. As the minimum required density on HDR parcels is 13 dwelling units per acre, the primary development type that occurs on HDR parcels is multi-family apartments. Therefore, in order to allow the transfer of the 38 units and make their future development feasible, the units will also be converted to 19 low and 19 very low income rental units. Additionally, the project proposes a modification to the current land use designation for Parcel FD-41, which is Commercial Mixed Use, and zoning designation of CMU/SA, to Community Commercial (CC). The acreage of Parcel FD-41 will increase by approximately half an acre, from 5.71 acres to 6.24 acres. With the modification, the 40 units allocated to FD-41 will be removed, with 16 units transferred to FD-32 (HDR) and the remaining units transferred to the Conley parcels (Tentative Map #4) to bring the total within the subdivision to 516 units. Finally, the applicant has requested a minor revision to the SVSP to identify new gated subdivisions. Section B.8 of the SVSP Design Guidelines includes design requirements for gated subdivisions, and identifies the location of areas which are permitted to be gated in SVSP Figure B-25. The applicant has proposed gating subdivisions CO-1, 2, 3, 21, and 22. Of those parcels, CO-1 and CO-3 are shown as gated in the current version of the Specific Plan. The proposed project was found to be substantially consistent with the General Plan and SVSP goals and policies.

Summary Evaluation - Development Agreement Amendments

The project also includes three (3) Development Agreement Amendments (DAA) within the SVSP. All three DAs will reflect updates associated with the proposed project, as well as eliminating fee deferrals for the Public Facilities and Public Benefit fees. This is consistent with other recent DAA approvals, and allows these fees to be collected prior to the termination of the DA.

The Conley DA will be modified to reflect the proposed unit transfers within the plan area, as well as revise the parties' obligations with respect to groundwater production wells and recycled water facilities, and update the evaluation of water conservation goals. The Conley DA includes parcels which will be converted from LDR to MDR uses, and the project overall results in a net decrease of 27.3 acres of LDR land use (loss of 197 units) net increase of 27.3 acres of MDR land use (addition of 223 units), a net decrease of 0.86 acres of HDR (addition of 14 units). The fee programs for both the Neighborhood Park Fee and the Bike Trail fee allocate different contribution rates based on density (LDR, MDR, and HDR), with the highest fees apportioned to LDR parcels. Therefore, reducing LDR units and increasing MDR and HDR units results in a shortfall of contributions to both of these programs. The DA provides the City with a mechanism to recapture the lost park fees and the bike trail fees (Section 3.12.3 and 3.12.7), as land use modifications due to changing market conditions were anticipated. At Planning Commission, modified language to allow a one-time payment to address the shortfall was added to the DA Amendment.

Due to the transfer of the affordable obligation from Parcel DF-20 to FD-32B, the DAA for DF Properties proposes the removal of Sections 2.6.1.1 through 2.6.1.6 from the agreement. These sections pertain to the provision of four (4) middle-income affordable purchase units on DF-20, which is no longer applicable with the transfer.

The Westpark Federico (Federico) DA will be amended to reflect the proposed project, changes, as well as the transfer of affordable units to FD-32B. As described in the Affordable Housing discussion, 38 middle-income purchase units will be transferred to new parcel FD-32B, with four

(4) units transferred from Parcel DF-20 and 34 units transferred from Parcel CO-20. FD-32B is a HDR parcel; therefore, middle income purchase units are unlikely to be developed. In order to make development of affordable units feasible, the 38 units will be converted to 19 low and 19 very-low income rental units. This change will support the affordable housing goals of the City, and will provide a benefit to the City in that the conversion will help reduce the deficit of low and very-low income rental units identified in the City's Housing Element.

In summary, City staff has found the proposed DAAs to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The DAAs are in conformance with the public health, safety, and welfare, will not adversely affect the orderly development of the property or the preservation of property values, and provide a sufficient benefit to the City.

Public Outreach

Early notification of the project was provided to the Roseville Coalition of Neighborhood Associations (RCONA) board. A notice of the Planning Commission hearing was sent to neighbors and property owners within 300 feet of the project parcels, as well as published in the newspaper and online. No comments were received on the project.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on April 28, 2022. The applicant's representative addressed the Commission, spoke in favor of the project, and requested that the Commission take the actions recommended by staff. As discussed in the Planning Commission staff report, staff and the applicant had not yet completed negotiations regarding the payment of the parks and bike trail fee shortfall at the time of report publication. Staff introduced a memorandum at the Planning Commission hearing with the revised Conley Development Agreement, including the one-time payment of fees, as well as other minor revisions to the staff report. No comments from the public were received. Ultimately, the Planning Commission approved the Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, and Design Review for Residential Subdivision entitlements, which facilitate the development of 516 single-family residential parcels known as JMC Tentative Map #4. Additionally, the Planning Commission recommended that the City Council approve the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendments.

FISCAL IMPACT

The project is not anticipated to result in negative impacts to the City's General Fund.

ENVIRONMENTAL REVIEW

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Sierra Vista Specific Plan EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project. The SVSP EIR Addendum is provided as Exhibit A. The proposed project does not change the area of disturbance beyond what was previously evaluated in the SVSP EIR, and no new or substantially more severe impacts will occur with the development of the proposed project; therefore, no

additional analysis is required.

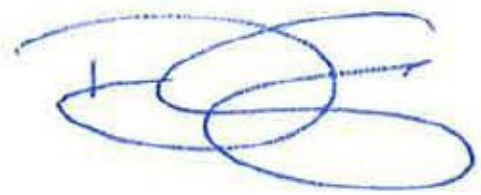
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shelby Maples, Associate Planner

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Attachment 1.1 - April 28, 2022 Planning Commission Staff Report and All Attachments

Attachment 1.2 - April 28,2022 Planning Commission Staff Report and All Attachments

Attachment 1.3 - April 28,2022 Planning Commission Staff Report and All Attachments

Attachment 1.4 - April 28, 2022 Planning Commission Staff Report and All Attachments

Exhibit A - SVSP EIR Addendum

Resolution 22-191

Exhibit B - General Plan Amendment

Resolution 22-192

Exhibit C - Specific Plan Amendment

Ordinance - Rezone

Exhibit D - Rezone

Ordinance - Second Amendment to SV218 DA

Exhibit E - Second Amendment to SV218 DA

Ordinance - Second Amendment to Mourier Investments DA

Exhibit F - Second Amendment to Mourier Investments

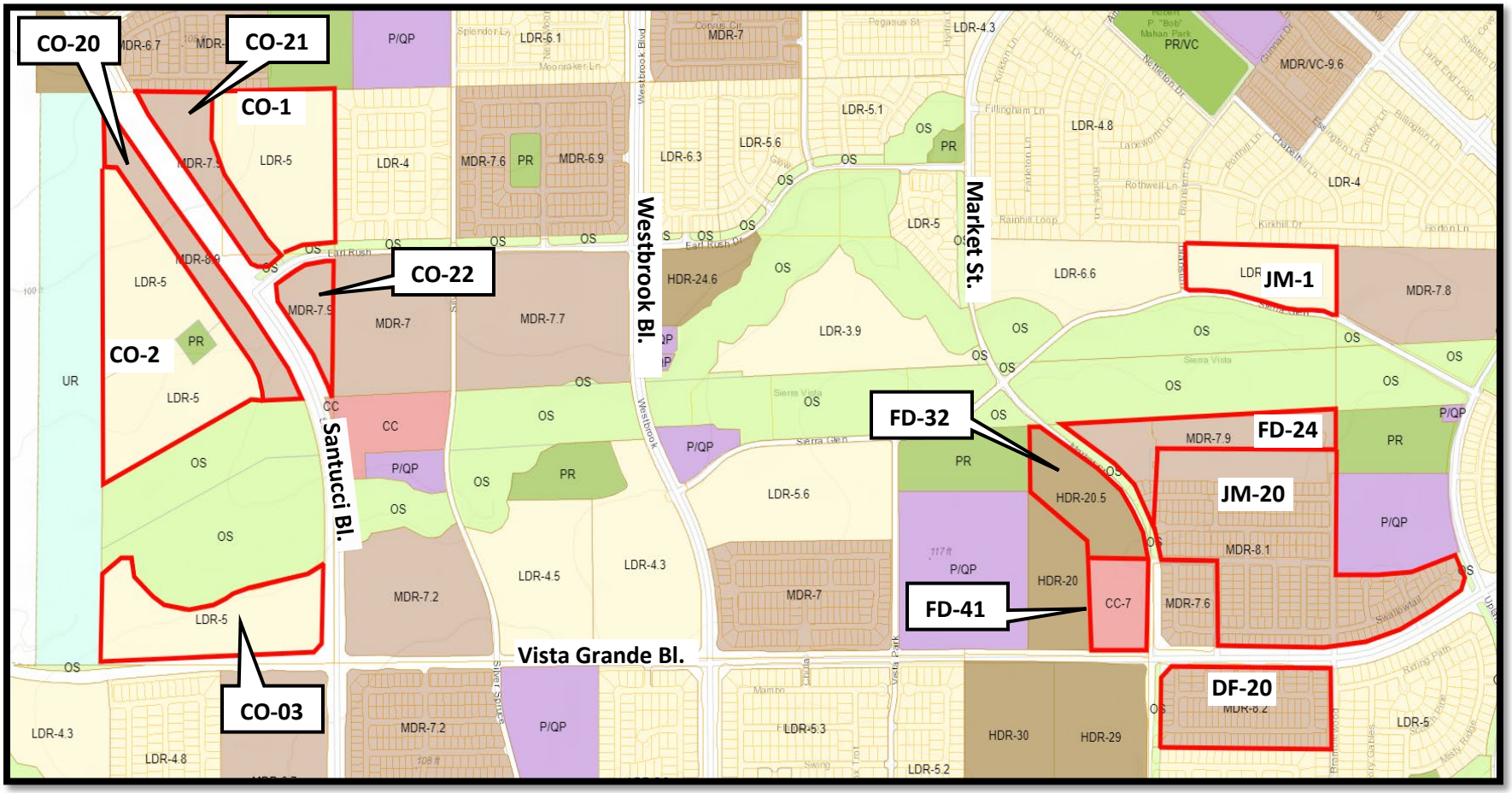
Ordinance - Sixth Amendment to SVC2 DA

Exhibit G - Sixth Amendment to SVC2 DA

Exhibit H - SVSP Change Pages

Sierra Vista Specific Plan – JMC General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment

Vicinity Map



CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting ***April 28, 2022***

Prepared by: Shelby Maples, Associate Planner

ITEM 6.3: **General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement Amendments, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Design Review for Residential Subdivisions – 3801 Santucci Bl. – SVSP JMC Tentative Map #4 – PL21-0223**

REQUEST

The proposed project will create 516 single-family residential lots within the Sierra Vista Specific Plan (SVSP) for a subdivision known as JMC Tentative Map #4, as well as reconfigure land use and zoning designations throughout the SVSP. The project includes a General Plan Amendment to: move Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); change Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; change Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separate High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23 acres) and reduce the HDR acreage by 0.86 acres; and increase Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres. This will result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP. The project also includes a Specific Plan Amendment to reflect the General Plan land use changes, remove the Mixed-Use overlay from Parcel FD-41, reallocate the affordable unit allocation of 34 middle-income purchase units from CO-20 and four (4) middle-income purchase units on DF-20 to new Parcel FD-32B, and to transfer units among several large lot parcels within the SVSP. A Rezone is requested to align zoning designations with the revised parcels and land use designations. The project also includes Amendments to three (3) Development Agreements, including the Fifth Amendment to the Federico Development Agreement, Second Amendment to the Mourier Investments LLC Development Agreement, and the Second Amendment of the DF Properties Development Agreement to reflect the project changes and reallocation of affordable units. Several additional entitlements are requested to support the development of JMC Tentative Map #4, including a Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map for 516 single-family residential parcels, and a Design Review for Residential Subdivisions to evaluate architecture and modified development standards for Parcels CO-20, CO-21, and CO-22. The overall unit count within the SVSP will remain the same.

Applicant – David Cobbs, Baker Williams Engineering
Owner – Ryan Biziewski, Mourier Investments, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

1. Consider the Addendum to the Sierra Vista Specific Plan Environmental Impact Report;
2. Recommend that the City Council approve the General Plan Amendment;
3. Recommend that the City Council approve the Specific Plan Amendment;
4. Recommend that the City Council adopt the two (2) findings of fact and approve the Rezone;
5. Recommend that the City Council adopt the five (5) findings of fact and approve the second amendment to the Mourier Investments LLC Development Agreement;
6. Recommend that the City Council adopt the five (5) findings of fact and approve the second amendment to the DF Properties Development Agreement;
7. Recommend that the City Council adopt the five (5) findings of fact and approve the fifth amendment to the Westpark Federico Development Agreement;
8. Adopt the three (3) findings of fact and approve the Large Lot Tentative Subdivision Map subject to seventy (70) conditions of approval;
9. Adopt the three (3) findings of fact and approve the Small Lot Tentative Subdivision Map subject to eighty-five (85) conditions of approval;

10. Adopt the two (2) findings of fact and approve the Design Review for Residential Subdivisions subject to twenty-six (26) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

At the time of staff report publication, City staff and the applicant team were still in the process of negotiating conditions of approval regarding supplemental fees for both the Neighborhood Park Fee and Bike Trail Fee, as described in the Development Agreements.

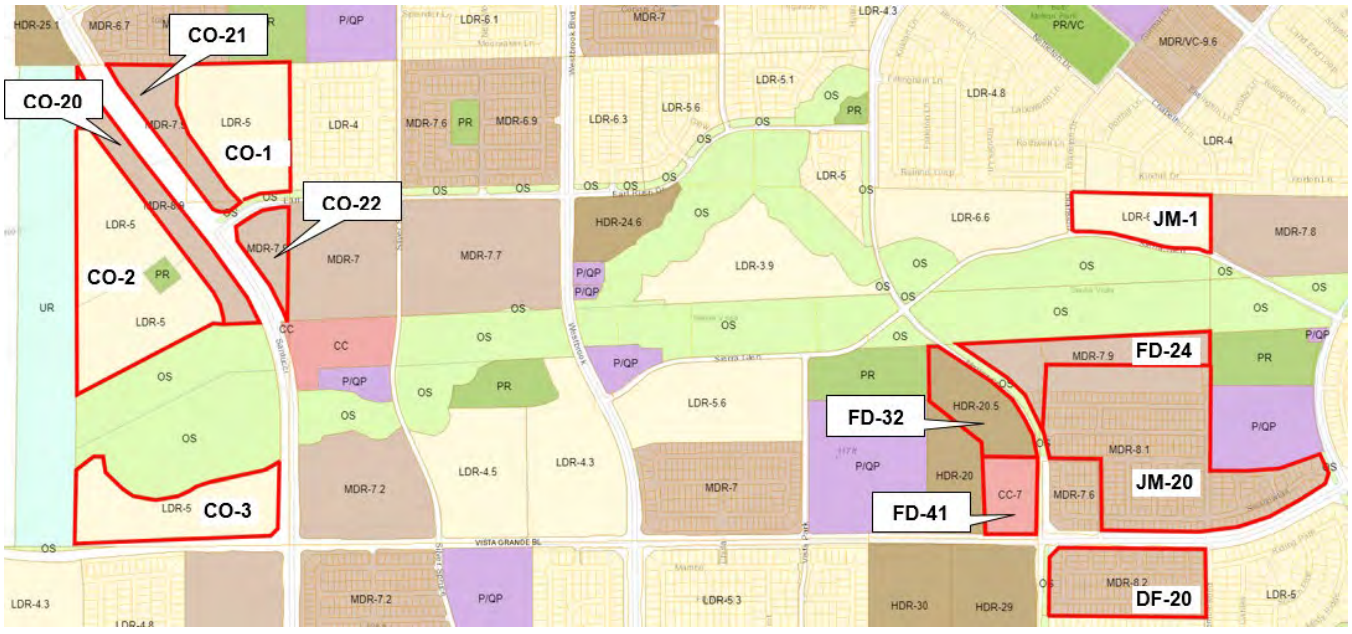
Both of these fee programs allocate a higher fee payment to Low Density Residential (LDR) units than to Medium Density Residential (MDR) units or High Density Residential (HDR) units; therefore, modifying the land use to reduce LDR units by 197 units, increase MDR units by 223 units, and increase HDR units by 14 units results in a shortfall of funds for both fee programs. Staff will propose new conditions to recapture the loss of fees.

BACKGROUND

The project site is within the Sierra Vista Specific Plan (SVSP) area. The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddyment Road, north of Baseline Road. An Environmental Impact Report (EIR) was certified and a Mitigation Monitoring and Reporting Program was adopted with the SVSP. Additionally, the City entered into several Development Agreements with the property owners of the SVSP parcels to outline development obligations within the plan area.

The requested entitlements (described in further detail in the Project Description section below) will allow the development of 516 single-family residential units on Parcels CO-1, CO-2, CO-3, CO-20, CO-21, and CO-22 (Tentative Map #4). Additionally, the project will modify the land use and zoning designations for Parcels FD-7, FD-24, FD-32 (into 32A and B), FD-41, JM-1, and JM-20 to facilitate future development.

Figure 1: Project Location



PROJECT DESCRIPTION

General Plan Amendment (GPA): The project includes a General Plan Amendment to: move Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); change Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; change Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separate High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23 acres) and reduce the HDR acreage by 0.86 acres; and increase Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres. This will result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP. Exhibit B includes the General Plan Amendment exhibits.

Specific Plan Amendment (SPA): The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment, as well as unit transfers between Parcels CO-1 through CO-3, CO-20 through CO-22, FD-7, FD-24, FD-32 A and B, FD-41, JM-01, and JM-20. The land use for FD-41 will be modified to remove the mixed-use overlay, and the units reallocated amongst the parcels. Additionally, the Amendment will transfer the obligation to construct affordable middle-income purchase units from Parcel CO-20 (34 units) and DF-20 (four units) to new parcel FD-32B, and convert those units to 19 low and 19 very low income rental units. The SPA includes changes to the text, tables, and figures to reflect the land use changes and unit transfers. Exhibit C includes the proposed amendments to the land use map, and Exhibit E includes the proposed change pages for the text, tables, and figures of the SVSP.

Rezone (RZ): All of the affected residential parcels have a zoning designation of RS/DS, which will remain unchanged. The Rezone is requested to adjust the acreages and boundaries of the zoning designations to be consistent with the proposed land use adjustments and the large and small lot maps. The Rezone exhibit is located in Exhibit D.

Development Agreement Amendment (DAA): The project also includes the amendment of three development agreements within the SVSP: the second amendment of the Mourier Investments, LLC (Conley) DA; the second amendment of the DF Properties DA; and the fifth amendment of the Federico DA. The DAAs reflect the proposed land use changes and the change in the number of units within the affected development agreements. Additionally, the DAAs will remove fee deferrals for the Public Facilities and Public Benefits fees, consistent with other DAs in the area, as well as the transfer of the affordable unit obligation of middle income purchase units from CO-20 (34 units) and DF-20 (four units) to FD-32B, and the conversion of those units to 19 low and 19 very low income rental units. The DAAs are included in Exhibits F, G, and H.

Tentative Subdivision Maps: The project includes a Large Lot Tentative Subdivision Map (LLTSM) to align with the revised land use plan. Additionally, the project includes a Small Lot Tentative Subdivision (SLTSM) to subdivide approximately 83.64 acres into 516 single-family residential units. Parcel CO-1 will be an 87-unit, gated LDR subdivision; CO-2 will be a 43-unit LDR subdivision connected to CO-1; CO-3 will be a 67-unit, gated LDR subdivision; CO-20 will be a 94-unit MDR subdivision; CO-21 will be a 193-unit, gated MDR subdivision; and CO-22 will be a 32-unit, gated MDR subdivision. The LLTSM are located in Exhibit I, and the SLTSM are in Exhibit J.

Design Review for Residential Subdivisions (DRRS): The project includes unit designs with modified development standards for the proposed MDR subdivisions. The modified development standards are

consistent with those approved for similar subdivisions within the SVSP. The development standards are included as Exhibit N and the proposed elevations are included as Exhibit O.

EVALUATION: GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND REZONE

The proposed land use (General Plan and SVSP) and zoning designation amendments are shown in Exhibit B, C, and D. The proposed change pages to the SVSP are provided in Exhibit E.

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. The Zoning Ordinance Section 19.86.050 specifies that recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

1. ***The public interest, health, safety, or welfare of the City, and***

2. ***The General Plan and any applicable Specific Plan.***

The proposed project will reallocate units, land use, and large lot parcels throughout the SVSP, as shown in the table below (Table 1). The General Plan and the SVSP will be amended to reflect the proposed reconfiguration of large lots and units. The Rezone is requested to adjust the acreages and boundary locations of zoning designations to be consistent with the proposed parcel adjustments, including modifications to residential, open space, park, and commercial parcels. A total of 18 large lot parcels will be adjusted with the proposed project.

The project proposes to change the land use on several large lot parcels. The land use for Parcel CO-22 will change from MDR to LDR, Parcel FD-7 will change from LDR to MDR, and Parcel FD-41 will change from CMU/SA to CC (removing the mixed-use overlay and reallocating 40 units). Given that the locations of some of the parcels are being moved (for example, Parcel CO-21 will keep the same name and land use designation but move from the east side of Santucci to the west side), the net change in land use provides a clearer picture of the modification. As proposed, the project would result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP. This includes a decrease of 197 LDR units, 40 units from the removal of the mixed-use designation on FD-41, and an increase of 14 HDR units and 223 MDR units. The overall number of units will remain the same within the SVSP.

Table 1: Land Use Modifications

Parcel	Existing Land Use (General Plan/Specific Plan)	Proposed Land Use (General Plan/Specific Plan)	Existing Units (du)	Proposed Units (du)	Unit Change	Existing Density (du/ac)	Proposed Density (du/ac)
CO-01	LDR/LDR	Same	86	87	+1	5.0	5.3
~~CO-2A~~	~~LDR/LDR~~	-	~~71~~	-	-	~~5.0~~	-
~~CO-2B~~	~~LDR/LDR~~	-	~~73~~	-	-	~~5.0~~	-
CO-02	None	LDR/LDR	None	43	+43	None	4.9
CO-03	LDR/LDR	Same	78	67	-9	5.0	4.3

CO-20	MDR/MDR	Same	84	94	+10	8.9	7.4
CO-21	MDR/MDR	Same	62	193	+131	7.9	7.6
CO-22	MDR/MDR	LDR/LDR	38	32	-6	7.9	6.6
FD-7	LDR/LDR	MDR/MDR	57	58	+1	6.4	7.0
FD-24	MDR/MDR	Same	84	135	+51	7.8	8.2
~~FD-32~~	~~HDR/HDR~~		~~178~~			~~20.4~~	
FD-32A	None	HDR/HDR	None	78	+78	None	20.5
FD-32B	None	HDR/HDR	None	116	+116	None	27.4
FD-41	CC/(CMU/SA)	CC/CC	40	0	-40	20.0	0
JM-1	MDR/MDR	Same	135	134	-1	7.9	Same
JM-20	MDR/MDR	Same	322	271	-151	8.1	8.0
FD-77	OS/OS	Same	-	-	-	-	-
JM-70	OS/OS	Same	-	-	-	-	-
CO-70	OS/OS	Same	-	-	-	-	-
~~CO-71~~	~~OS/OS~~	-	-	-	-	-	-
CO-50	PR/PR	Same	-	-	-	-	-

While changes are occurring on a large number of parcels due to the shifting of lines and redistribution of units, the overall modification is consistent with the original intent of the Specific Plan. The overall number of units remains the same, though the number of LDR units decrease from 3,169 to 2,792 (a reduction of 197 units), the removal of the mixed-use designation on FD-41 resulted in a loss of 40 units, MDR units increase from 2,431 to 2,654 (an additional 223 units), and HDR units increase from 2,337 to 3,351 (an additional 14 units).

Affordable Housing

The project proposes the transfer of middle income purchase units from Parcels CO-20 (34 units) and DF-20 (4 units) to new parcel FD-32B, which is a High Density Residential (HDR) lot. As the minimum required density on HDR parcels is 13 dwelling units per acre, the primary development type that occurs on HDR parcels is multi-family apartments. Therefore, in order to allow the transfer of the 38 units and make their future development feasible, the units will also be converted to 19 low and 19 very low income rental units. Staff supports the proposed transfer, as the City is currently in a deficit for housing units in these categories. The Federico DA will also be modified to reflect the change.

FD-41 Mixed Use Overlay

The project proposes a modification to the current land use designation for Parcel FD-41, which is Commercial Mixed Use, and zoning designation of CMU/SA, to Community Commercial (CC). The acreage of Parcel FD-41 will increase by approximately half an acre, from 5.71 acres to 6.24 acres. With the

modification, the 40 units allocated to FD-41 will be removed, with 16 units transferred to FD-32 (HDR) and the remaining units transferred to the Conley parcels (Tentative Map #4) to bring the total within the subdivision to 516 units.

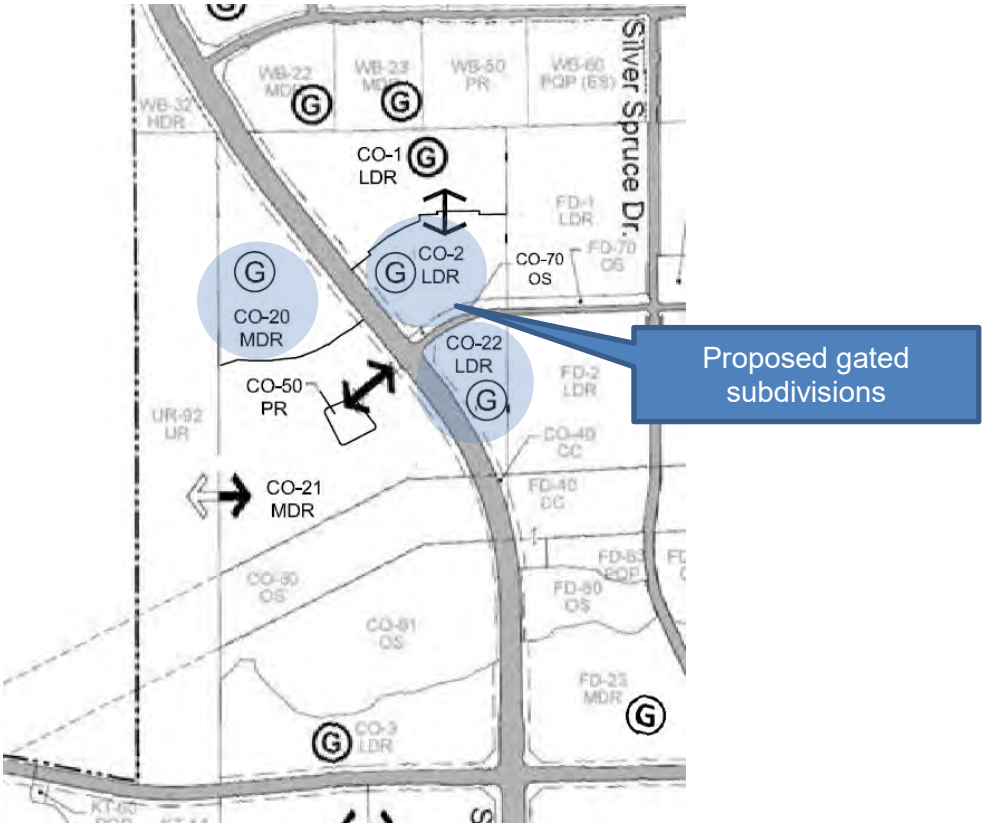
Per the SVSP, the intent of the mixed-use overlay is to provide an approximate development allocation of 60% commercial/office and 40% high density residential. The SVSP acknowledges that each CMU parcel will develop differently, in some cases completely commercial, as long as some non-residential use is provided. With the removal of the overlay, the units will be reallocated in the SVSP and future development of FD-41 will be consistent with the CC land use designation.

Gated Subdivisions

In addition to the above amendments, the applicant has requested a minor revision to the SVSP to identify new gated subdivisions. Section B.8 of the SVSP Design Guidelines includes design requirements for gated subdivisions, and identifies the location of areas which are permitted to be gated in SVSP Figure B-25. The applicant has proposed gating subdivisions CO-1, 2, 3, 21, and 22. Of those parcels, CO-1 and CO-3 are shown as gated in the current version of the Specific Plan.

The SVSP includes an administrative approval process for gating additional areas, stating "additional parcels may be determined appropriate for a gated subdivision if it can be demonstrated that the gates will not preclude adequate through-access for pedestrians, cyclists, or automobiles." As shown, the proposed gating of CO-1 and CO-2 would limit access to FD-1; however, the internal design of CO-1 and CO-2 is such that there are no roadways connecting to FD-1, and FD-1 has more direct access along Earl Rush and Silver Spruce Drives. Furthermore, CO-1 was already anticipated to be gated in the SVSP, and CO-2 is being reconfigured in the proposed project to function as part of the same subdivision as CO-1.

Figure 2: Revised Locations of Gated Subdivisions



Parcel CO-22 is identified in the current SVSP as providing connections to FD-2, an LDR parcel to the east. However, the approved subdivision map for FD-2 (Solaire Phase 6, File #PL21-0111, approved by Planning Commission August 26, 2021) does not provide any roadway connections to CO-22 to the west, instead relying on access from Earl Rush and Silver Spruce Dr. As this was the only through connection anticipated for CO-22, gating the subdivision does not impede access to any facilities.

For Parcels CO-20 and CO-21 on the west side of Santucci Bl., the parcels are reconfigured so that CO-20 is gated, and located to the north of CO-21. In the prior plan, CO-21 was a narrow strip that separated two large lot parcels from Santucci Bl. Both CO-20 and CO-21 will be directly accessible from Santucci Bl. with the proposed project. Parcel CO-21 will not be gated, and will maintain public access both to Santucci Bl. and to the future Urban Reserve parcel (UR-92) to the west. In order to maintain access for pedestrians, a gate is proposed between these two subdivisions to allow residents of CO-20 to provide a more direct pedestrian connection to the public park on Parcel CO-50. While no vehicular access will be provided internally between CO-20 and 21, vehicles from CO-20 may still use the park within CO-21 by exiting onto Santucci and entering the subdivision to the south. While some changes will limit internal connections, staff finds that the proposed gated subdivisions do not significantly impede or modify access within the Specific Plan.

EVALUATION: DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

1. ***Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Amoruso Ranch Specific Plan;***

2. ***Consistency with the provisions of the City of Roseville Zoning Ordinance;***

3. ***Conformity with the public, health, safety, and general welfare;***

4. ***The effect on the orderly development of the property or the preservation of property values; and***

5. ***Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

Development Agreements (DA) are binding contracts that set the terms, rules, conditions, regulations, entitlements, obligations, and other provisions relating to the development of the covered properties. The SVSP is subject to ten development agreements, and the current project proposes amendments to three of those agreements: the second amendment to the Mourier Investments, LLC (Conley) Development Agreement; the second amendment to the DF Properties Development Agreement; and the fifth amendment of the Westpark Federico Development Agreement.

All three DAs will reflect updates associated with the proposed project, as well as eliminating fee deferrals for the Public Facilities and Public Benefit fees. This is consistent with other recent DAA approvals, and allows these fees to be collected prior to the termination of the DA. The following sections disclose the changes proposed to each individual DA.

Neighborhood Park and Bike Trail Fees

The Mourier Investments, LLC, or Conley, DA and the Federico DA include parcels which be converted from LDR to MDR uses, and the project overall results in a net decrease of 27.3 acres of LDR land use

(loss of 197 units) net increase of 27.3 acres of MDR land use (addition of 223 units), a net decrease of 0.86 acres of HDR (addition of 14 units). The fee programs for both the Neighborhood Park Fee and the Bike Trail fee allocate different contribution rates based on density (LDR, MDR, and HDR), with the highest fees apportioned to LDR parcels. Therefore, reducing LDR units and increasing MDR and HDR units results in a shortfall of contributions to both of these programs. Both DAs provide the City with a mechanism to recapture the lost park fees (Section 3.12.3 for both the Conley and Federico DAs), as land use modifications due to changing market conditions were anticipated.

At the time of staff report publication, City staff and the applicant team were continuing to negotiate language for new conditions of approval to address the loss in fees. Staff will propose new conditions of approval on the Small Lot Tentative Subdivision Map for consideration by the Planning Commission. These conditions will ensure no net loss in bike trail or park fees.

Conley Development Agreement

The Conley DA will be modified to reflect the proposed unit transfers within the plan area, as well as revise the parties' obligations with respect to groundwater production wells and recycled water facilities, and update the evaluation of water conservation goals. Per the previous section, the DA is impacted by the fee shortfalls for both the Neighborhood Park Fees and Bike Trail fees. New conditions are forthcoming to address the loss of fees.

DF Properties Development Agreement

Due to the transfer of the affordable obligation from Parcel DF-20 to FD-32B, the DAA for DF Properties proposes the removal of Sections 2.6.1.1 through 2.6.1.6 from the agreement. These sections pertain to the provision of four (4) middle-income affordable purchase units on DF-20, which is no longer applicable with the transfer.

Westpark Federico Development Agreement

The Westpark Federico (Federico) DA will be amended to reflect the proposed project, changes, as well as the transfer of affordable units to FD-32B. As described in the Affordable Housing discussion, 38 middle-income purchase units will be transferred to new parcel FD-32B, with four (4) units transferred from Parcel DF-20 and 34 units transferred from Parcel CO-20. FD-32B is a HDR parcel; therefore, middle income purchase units are unlikely to be developed. In order to make development of affordable units feasible, the 38 units will be converted to 19 low and 19 very-low income rental units. This change will support the affordable housing goals of the City, and will provide a benefit to the City in that the conversion will help reduce the deficit of low and very-low income rental units identified in the City's Housing Element.

In summary, City staff has found the proposed DAAs to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The DAAs are in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DAAs are consistent with findings 1-5 above.

EVALUATION: LARGE LOT 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, italic text*** and are followed by an evaluation of the map in relation to each finding.

1. ***The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density,***

uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.

2. ***The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.***

3. ***The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, pursuant to Division 7 of the Water Code.***

The proposed project includes a LLTSM to align with the proposed land use map, as well as create new large lot parcels, CO-2 and FD-32A and FD-32B. As discussed in the SLTSM section of this report, CO-2 will be designed to accommodate a LDR subdivision adjacent to Village CO-1. The subdivision will provide adequate access to the parcel, and all lots within the subdivision meet the proposed LDR density and lot size requirements. The division of FD-32 into FD-32A and FD-32B is substantially consistent with the previous parcel layout, and units are apportioned to each new parcel.

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. The reconfiguration of the parcels will result in lots which can be used and built upon, and which are practical for improvement based on the existing topography. Additionally, the proposed parcel configurations do not change the location of watercourses or create a physical condition that would be impractical for the proposed improvements.

As part of the adoption for 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 demand on sewage services. There will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION: SMALL LOT 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, italic text*** and are followed by an evaluation of the map in relation to each finding.

1. ***The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The proposed project includes a tentative subdivision map for Parcels CO-1 through CO-3 and CO-20 through CO-22 to create 516 single-family residential lots. Table 2 below provides a summary of each large lot parcel within the proposed subdivision. At least two entrance points will be provided into each subdivision, and the single-family lots are oriented onto public streets. Approximately 17 lots will be located on a stub court, which will require special provision for trash service. These parcels will be required to bring their waste bins to the public street, as specified in Condition No. 65 for the project CC&Rs and shown in Exhibit M. The subdivision layout and street design were reviewed by

the City's Engineering Division and the Fire Department to ensure there are adequate street widths for circulation and emergency response.

Villages CO-20 and CO-21

Parcels CO-20 and CO-21 are located on the west side of Santucci Bl., north of open space Parcel CO-8. Both subdivisions will be developed with MDR lots. CO-20, the northern of the two parcels, will be a private, gated subdivision with 94 units, whereas CO-21 (with 193 units) will be served by public streets. The park parcel, CO-50, is located within the CO-21 subdivision. In order to allow residents of Village CO-20 access to the park, a pedestrian gate will be located between the subdivisions, near the northwest corner of CO-21. A detail of the proposed wrought iron pedestrian gate is included with the Tentative Subdivision Map. Additionally, as the southern boundary of CO-21 is adjacent to Open Space Parcel CO-80, tubular steel fencing will be provided in the rear yards of the parcels that back onto the open space. Modified development standards are proposed for Parcels CO-21 and CO-21, which are evaluated in the DRRS section of this report, along with the proposed architecture.

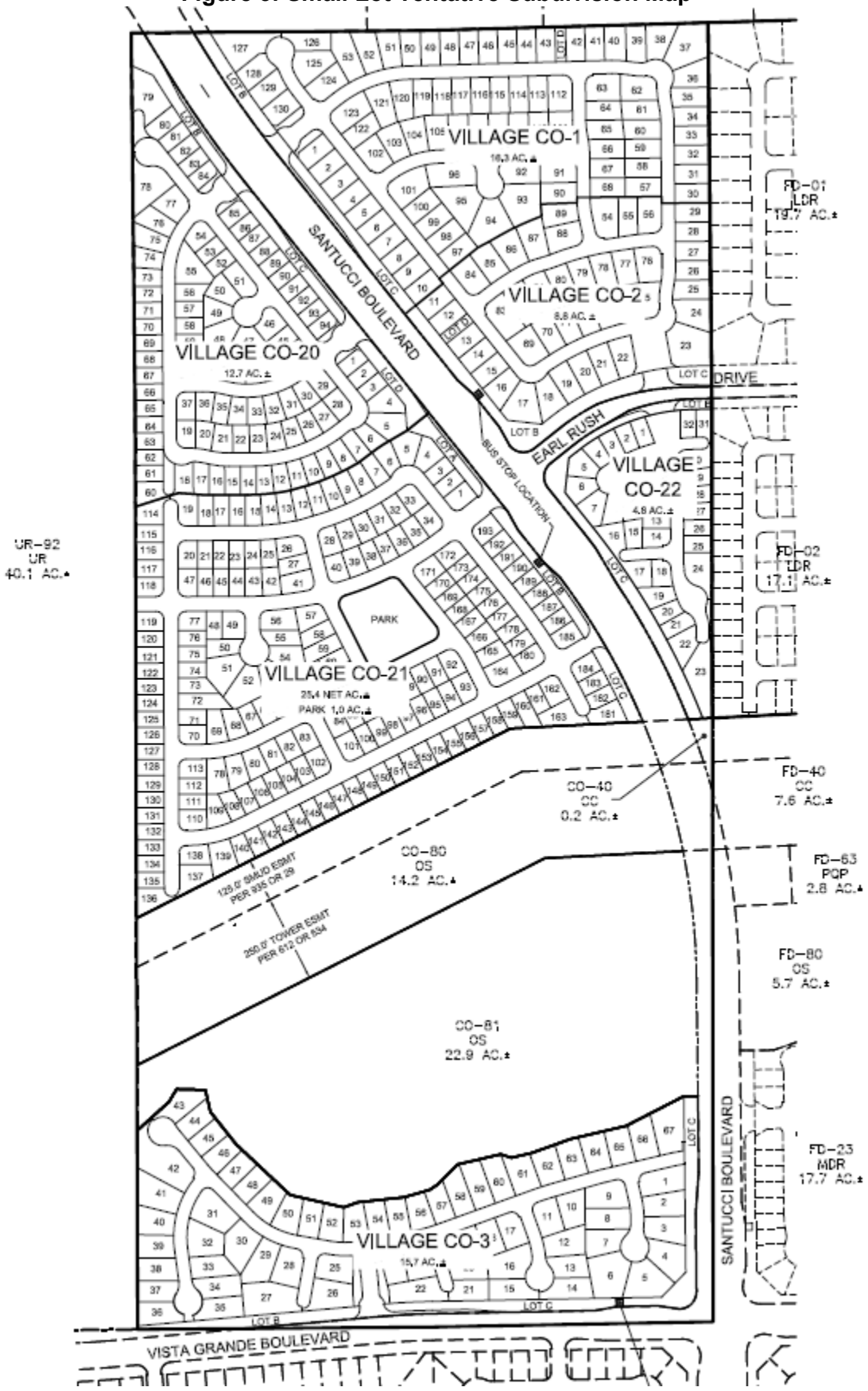
Table 2: Proposed Villages for JMC Tentative Map #4

Parcel	Land Use Designation	Zoning Designation	Proposed Units (du)	Gross Acreage (ac)	Proposed Density (du/ac)
CO-01	LDR	RS/DS	87	16.30	5.3
CO-02	LDR	RS/DS	43	8.77	4.9
CO-03	LDR	RS/DS	67	15.66	4.3
CO-20	MDR	RS/DS	94	12.71	7.4
CO-21	MDR	RS/DS	193	25.39	7.6
CO-22	LDR	RS/DS	32	4.81	6.6

Villages CO-1, CO-2, and CO-22

Large lot parcels CO-1 (87 units), CO-2 (43 units), and CO-22 (32 units), located to the east of Santucci Bl., are all LDR subdivisions. As discussed in the Gated Subdivision section of the Land Use Evaluation, all three subdivisions will be gated. However, CO-1 and CO-2 are internally connected to create a larger subdivision spread over two large lot parcels. While CO-22 will be converted from MDR to LDR, the subdivision proposes lots which do not meet the standard RS/DS requirements. Therefore, the same development standards and architectural elevations applied to Villages CO-20 and CO-21 will also apply to CO-22. A further evaluation of the modified development standards and architecture is included in the DRRS Evaluation section of this report.

Figure 3: Small Lot Tentative Subdivision Map



Village CO-3

Village CO-3 proposes the development of 67 LDR units. Given the irregular shape of the large lot parcel (located adjacent to open space), the configuration includes a number of stub streets. This configuration also resulted in 25 lots with rear yards backing onto open space. All rear yards facing onto Open Space Parcel CO-81 will have tubular steel fencing along the open space boundary. Additionally, a total of 17 residential lots will be exclusively served by stub streets, requiring special placement for waste bins. Exhibit M shows potential bin placements along the primary residential streets.

Access to Village CO-3 is provided from Vista Grande Bl. As only one access point is proposed, the subdivision requires an emergency vehicle access (EVA) onto Santucci Bl. to ensure there is adequate access available to the subdivision in the event of an emergency. The EVA will be gated to ensure it will be used by Emergency Services personnel only.

In conclusion, the proposed subdivision will be consistent with the General Plan, SVSP, and Subdivision Ordinance in terms of circulation, density, configuration, and design.

2. The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots are consistent with the proposed development standards, or the new development standards as proposed. The modified standards are consistent with other development standards that have been approved within the Specific Plan area. The RS/DS standards have been determined to be of adequate size and shape to support development consistent with the SVSP guidelines. The proposed parcel configurations do not change the location of watercourses or 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 for 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 demand on sewage services. There will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION: DESIGN REVIEW FOR RESIDENTIAL SUBDIVISIONS (PARCELS CO-20, 21, 22)

Section 19.10.045 of the Zoning Ordinance specifies that a Design Review Permit is required for all compact residential development (attached or detached single-family units on land with a General Plan land use designation of Medium Density Residential or higher) or for any residential projects of any density on a parcel or parcels zoned Small Lot Residential (RS) where modifications to the RS supplemental design standards are requested. Design Review gives staff the opportunity to examine the proposed design to determine compatibility with the surrounding community, and compliance with the intent of the Community Design Guidelines and other applicable design standards. Pursuant to Zoning

Ordinance Section 19.78.060, the required findings for a Design Review Permit for a Residential Subdivision (DRRS) are as follows:

1. ***The residential design, including the height, bulk, size, and arrangement of buildings is harmonious with other buildings in the vicinity.***

2. ***The residential design is consistent with the applicable design guidelines.***

The project is subject to the development standards of the City's Zoning Ordinance, Community Design Guidelines (CDG), and the SVSP. The applicant is proposing modified development standards for CO-20, CO-21, and CO-22 to allow for a smaller lot size and reduced setbacks. The proposed standards are included in Exhibit N, and the conceptual elevations showing architectural treatment, floor plans, and color schemes are included as Exhibit O.

Plan Types: The project includes 11 plan types with a mix of one-story and two-story, ranging in size from approximately 1,200 square feet to approximately 2,500 square feet. The units will be single-family, detached, front-loaded product types with two-car garages, and similar in height, bulk, and arrangement to other planned homes in the vicinity. Table 2 identifies the square footage, number of bedrooms, and the number of floors for each plan type.

Table 3: Plan Types

Plan Type	Square Footage	Bedrooms	Floors
Plan 1203	1,203	3	1
Plan 1343	1,343	3	1
Plan 1405	1,405	3	1
Plan 1504	1,504	4	1
Plan 1717	1,717	3	2
Plan 1814	1,814	4	1
Plan 1964	1,964	3/4	2
Plan 2051	2,051	4/5	2
Plan 2184	2,184	4/5	2
Plan 2340	2,340	4/5	2
Plan 2492	2,492	4/5	2

Streetscape: Each of the floorplans will be offered in one of three architectural styles – Farmhouse, Cottage, and Villa. Five color palates are provided for each of the architectural styles. Building projections and varying roof forms are used to provide visual interest in the streetscape. For the sides and rear of the homes, each elevation includes both a standard and an enhanced set of plans. The enhanced elevations will be used on lots adjacent to the roadways and all street-facing elevations on corner lots. Enhancements include the addition of window fittings such as shutters, window trims, and the use of additional materials on the façade. Figure 3 includes an example of the streetscape.

Figure 4: Streetscape



Color and Materials: Visual interest on the homes' facades are provided by the variation in materials and architecture. Each architectural style will be offered in five color schemes, consisting of natural or neutral tones. The designs incorporate a mix of materials, such as stucco, lap siding, and stone, and decorative embellishments (i.e., shutters and decorative woodwork) which help further emphasize façade articulation in the streetscape.

Landscaping: The applicant has included typical landscaping plans showing the proposed plant palate and layout. The plans include a mix of trees, shrubs, and groundcover, using a palate that will create seasonal visual interest consistent with the SVSP Landscape Guidelines. The project is conditioned to comply with the City's Water Efficient Landscape Ordinance (WELO).

Development Standards: The project request includes modified development standards to deviate from the RS/DS standards. The front yard setback will be reduced from 14 feet to 12.5 feet, and the interior side yard setback will be reduced from five (5) feet to four (4) feet. These reduced setbacks will help facilitate the single-story units planned for the subdivision. Staff is supportive of the setback reductions, as single-story units help to vary the streetscape views and massing for the residential units. In addition, the setback reductions are consistent with other DRRS approvals in the SVSP area, and the massing and varying wall planes of the building design will reduce the visual impact of the reduced setbacks.

The size and overall design of the project is compatible with the other approved subdivisions in the nearby area. The project is also consistent with the applicable design guidelines, as the design has included architectural treatments and details which will create street presence and character.

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 (RCONA). No comments were received. A public notice of the Planning Commission hearing was published on April 8, 2022, and was distributed to all property owners within 300 feet of the project site and to the RCONA webpage. To date, no comments have been received.

CONCLUSION

As demonstrated by the analyses in the foregoing sections, the proposed Project is consistent with the policies and intent of the General Plan and the SVSP. The project as proposed will not be detrimental to public health or safety, nor will it be detrimental to the public welfare. The findings for all requested entitlements can be made.

ENVIRONMENTAL DETERMINATION

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Sierra Vista Specific Plan EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project. The SVSP EIR Addendum is provided as Exhibit A. The proposed project does not change the area of disturbance beyond what was previously evaluated in the SVSP EIR, and no new or substantially more severe impacts will occur with the development of the proposed project; therefore, no additional analysis is required.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the Addendum to the Sierra Vista Specific Plan Environmental Impact Report;
2. Recommend that the City Council approve the General Plan Amendment;
3. Recommend that the City Council approve the Specific Plan Amendment;
4. Recommend that the City council adopt the two (2) findings of fact and approve the Rezone;
5. Recommend that the City Council adopt the five (5) findings of fact and approve the second amendment to the Mourier Investments LLC Development Agreement;
6. Recommend that the City Council adopt the five (5) findings of fact and approve the second amendment to the DF Properties Development Agreement;
7. Recommend that the City Council adopt the five (5) findings of fact and approve the fifth amendment to the Westpark Federico Development Agreement;
8. Adopt the three (3) findings of fact and approve the **Large Lot Tentative Subdivision Map – 3801 Santucci Bl**. **– SVSP JMC Tentative Map #4 – PL21-0223** subject to seventy (70) conditions of approval;
9. Adopt the three (3) findings of fact and approve the **Small Lot Tentative Subdivision Map – 3801 Santucci Bl**. **– SVSP JMC Tentative Map #4 – PL21-0223** subject to eighty-five (85) conditions of approval;
10. Adopt the two (2) findings of fact and approve the **Design Review for Residential Subdivisions – 3801 Santucci Bl**. **– SVSP JMC Tentative Map #4 – PL21-0223** subject to twenty-six (26) conditions of approval.

CONDITIONS OF APPROVAL FOR LARGE LOT TENTATIVE SUBDIVISION MAP FILE # PL21-0223

1. This Tentative Subdivision Map approval shall be effectuated within a period of two (2) years from **April 28, 2022** and if not effectuated shall expire on **April 28, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **April 28, 2025**. (Planning)

2. The project is approved as shown in Exhibit I and as conditioned or modified below. (Planning)

3. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)

4. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

5. The developer shall not commence with any on-site improvements 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)

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. (Engineering, Environmental Utilities, Finance)

7. The project shall comply with all required environmental mitigation identified in 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 applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)

10. 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)

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. 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)

18. Traffic signals shall be constructed and reimbursed per Section 3.5.7 of the Development Agreement and the approved JMC TM4 Utility and Infrastructure Phasing Plan. This includes the following signals:

    a) Santucci/Vista Grande- finish signal including mast arm and controller cabinet as part of the construction of Village CO-3.

    b) Santucci/Earl Rush – install signal infrastructure including conduit, loops and poles as part of the construction of Village CO-2, CO-21 or CO-22, whichever commences first.

    (Engineering)

19. Landowner shall be responsible for the construction cost of the traffic signals, as shown on Exhibit "K" of the Federico-Mourier Development Agreement and described in the Phasing Plan through the payment of the TMF. The developer shall receive fee credits for the completion of the traffic signals as part of the City's TMF Set-Aside Fund. (Engineering)

20. Any backbone improvements, not constructed adjacent to (or needed to serve) a proposed subdivision shall be completed by the applicant. (Engineering)

21. The developer may qualify for reimbursement of non-CIP improvements through the Sierra Vista Fee Program per the Federico-Mourier Development Agreement. (Engineering)

22. The phasing of infrastructure shall be consistent with JMC TM4 Utility and Infrastructure Phasing Plan, the Sierra Vista Specific Plan, and as defined by the Development Agreement between the City of Roseville and Mourier Investments, LLC. (Engineering)

23. The applicant shall provide a right turn lane (per City Standard) for entry into Villages CO-1, CO-3, CO-20, and CO-21. The applicant shall also provide a right curb flare for entry into Villages CO-2 and CO-22. (Engineering)

24. The applicant shall provide an egress only, paved vehicular access, from Village CO-3 (Street A) to Santucci Boulevard. (Engineering)

25. The developer shall provide a primary residential road section from the northern entry of CO-21 up to, and around the proposed park site. (Engineering)

26. The applicant shall provide City of Roseville standard tapers from the existing interim median located at the northern project boundary on Santucci Boulevard south to the proposed median. (Engineering)

27. Per the Sierra Vista Specific plan, pedestrian sidewalks along the open spaces shall be installed at the time of adjacent roadway construction. (Engineering, Alternative Transportation)

28. * A standard bus shelter pad shall be installed along:
    i) Northbound Santucci Boulevard, north of Earl Rush Drive (Shelter #321),
    ii) Southbound Santucci Boulevard, south of Earl Rush Drive (Shelter #322) and
    iii) Westbound Vista Grande Boulevard, west of Santucci Boulevard (Shelter #323) (Engineering)

29. 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 following Bus Shelters:
    a) Northbound Santucci Boulevard, north of Earl Rush Drive (Shelter #321),
    b) Southbound Santucci Boulevard, south of Earl Rush Drive (Shelter #322), and
    c) Westbound Vista Grande Boulevard, west of Santucci Boulevard (Shelter #323).
    (Engineering, Alternative Transportation)

30. 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)

31. 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)

32. 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)

33. 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)

34. 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)

35. 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)

36. 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)

37. Prior to the approval of the Improvement Plans, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)

38. 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)

39. 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)

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. 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)

42. 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)

43. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)

44. 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)

45. 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)

46. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)

47. 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)

48. 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)

49. 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)

50. 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

51. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)

52. 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)

53. 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)

54. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)

55. Street names shall be approved by the City of Roseville. (Engineering)

56. 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)

57. 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)

58. 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)

59. *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)

60. 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)

61. 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)

62. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

63. 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)

64. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer’s expense. (Electric)

65. 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)

66. 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)

67. 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)

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 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)

69. 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)

70. The Tentative Subdivision Map shall not be deemed approved until the actions on the Rezoning, Development Agreement and Specific Plan Amendment are approved and become effective. (Planning)

CONDITIONS OF APPROVAL FOR SMALL LOT TENTATIVE SUBDIVISION MAP FILE # PL21-0223

1. This Tentative Subdivision Map approval shall be effectuated within a period of two (2) years from **April 28, 2022** and if not effectuated shall expire on **April 28, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **April 28, 2025**. (Planning)

2. The project is approved as shown in Exhibit I-L and as conditioned or modified below. (Planning)

3. The approval of this 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 Development Services- Engineering Division. (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, Finance)

7. The project shall comply with all required environmental mitigation identified in SVSP EIR and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

8. Fulfillment of all backbone dedication requirements for Irrevocable offers of dedication and easements shall occur prior to the approval of any Improvement, Grading Plans, and/or recordation of any Final or Parcel Map as required by the Development Agreement between the City of Roseville and Mourier Investments, LLC. (Engineering)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

9. 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)

10. The applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)

11. 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)

12. 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)

13. 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)

14. All private subdivision entrances shall be designed and constructed per City Standards. The entrances shall be owned and maintained by the HOA. (Engineering)

15. 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)

16. 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)

17. 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)

18. 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)*

19. 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)

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. Traffic signals shall be constructed and reimbursed per Section 3.5.7 of the Development Agreement and the approved JMC TM4 Utility and Infrastructure Phasing Plan. This includes the following signals:

a) Santucci/Vista Grande- finish signal including mast arm and controller cabinet as part of the construction of Village CO-3.

b) Santucci/Earl Rush – install signal infrastructure including conduit, loops and poles as part of the construction of Village CO-2, CO-21 or CO-22, whichever commences first.

(Engineering)

22. Landowner shall be responsible for the construction cost of the traffic signals, as shown on Exhibit "K" of the Federico-Mourier Development Agreement and described in the Phasing Plan through the payment of the TMF. The developer shall receive fee credits for the completion of the traffic signals as part of the City's TMF Set-Aside Fund. (Engineering)

23. Any backbone improvements, not constructed adjacent to (or needed to serve) a proposed subdivision shall be completed by the applicant. (Engineering)

24. The developer may qualify for reimbursement of non-CIP improvements through the Sierra Vista Fee Program per the Federico-Mourier Development Agreement. (Engineering)

25. The phasing of infrastructure shall be consistent with JMC TM4 Utility and Infrastructure Phasing Plan, the Sierra Vista Specific Plan, and as defined by the Development Agreement between the City of Roseville and Mourier Investments, LLC. (Engineering)

26. The applicant shall provide a right turn lane (per City Standard) for entry into Villages CO-1, CO-3, CO-20, and CO-21. The applicant shall also provide a right curb flare for entry into Villages CO-2 and CO-22. (Engineering)

27. The applicant shall provide an egress only, paved vehicular access, from Village CO-3 (Street A) to Santucci Boulevard. (Engineering)

28. The developer shall provide a primary residential road section from the northern entry of CO-21 up to, and around the proposed park site. (Engineering)

29. The applicant shall provide City of Roseville standard tapers from the existing interim median located at the northern project boundary on Santucci Boulevard south to the proposed median. (Engineering)

30. Per the Sierra Vista Specific plan, pedestrian sidewalks along the open spaces shall be installed at the time of adjacent roadway construction. (Engineering, Alternative Transportation)

31. A standard bus shelter pad shall be installed along:
    i) Northbound Santucci Boulevard, north of Earl Rush Drive (Shelter #321),
    ii) Southbound Santucci Boulevard, south of Earl Rush Drive (Shelter #322) and
    iii) Westbound Vista Grande Boulevard, west of Santucci Boulevard (Shelter #323) (Engineering)

32. 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 following Bus Shelters:
    a) Northbound Santucci Boulevard, north of Earl Rush Drive (Shelter #321),
    b) Southbound Santucci Boulevard, south of Earl Rush Drive (Shelter #322), and
    c) Westbound Vista Grande Boulevard, west of Santucci Boulevard (Shelter #323).
    (Engineering, Alternative Transportation)

33. 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)

34. 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)

35. 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)

36. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. If located within a private subdivision, the storm drain system and proposed BMP's shall be privately owned and maintained by the property owner, unless otherwise identified on the approved tentative map. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)

37. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Master Drainage Study for Sierra Vista or the Master Drainage Study shall be amended as necessary to accommodate any change in sheds. Detention and drainage swales shall also be consistent with the Master Drainage Study or the Master Drainage Study amended to reflect any proposed changes. (Engineering)

38. Prior to approval of grading within the Open Space developer shall provide a plan that demonstrates that the proposed detention storage volume used to mitigate the 100 year peak flows match the requirements as identified in the Drainage and Stormwater Master Plan. (Engineering)

39. 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)

40. 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)

41. 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)

42. 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)

43. 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)

44. 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)

45. 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)

46. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants, and trees. (Development Services, Planning)

47. 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)

48. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)

49. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:

    a) Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.

    b) Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

    c) Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.

    d) All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)

50. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)

51. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a) There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b) For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.

    c) The control valves and the water meter shall be physically unobstructed.

    d) The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)

52. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)

53. Dead ends cul-de-sac without the turnaround bulbs cannot be serviced by refuse. Residents will need to bring the trash bins out to the main street to the designated pick up location. Wording to this effect shall be included in the CC&R's.(Engineering)

54. Prior to approval of improvement plans, confirm that assumed water and sewer mains have been constructed. If this project precedes construction of those facilities, then sewer main and 12" water main loop will be built with this project. (Engineering)

55. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)

56. 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)

57. 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)

58. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)

59. 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)

60. 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)

61. 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)

62. 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

63. 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)

64. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)

65. 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)

66. 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)

    f) Landowner shall provide educational and marketing materials for alternative modes of transportation. (Alternative Transportation)

67. The City shall not approve the Final Map for recordation until either:

    a) A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.

    OR

    b) The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

68. Street names shall be approved by the City of Roseville. (Engineering)

69. 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)

70. 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)

71. 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)

72. 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)

73. The applicant shall pay their fair share for the update of the City’s Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update.(Alternative Transportation)

74. 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)

75. 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)

76. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

77. 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)

78. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer’s expense. (Electric)

79. 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)

80. 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)

81. 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)

82. 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)

83. 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)

84. 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)

85. The Tentative Subdivision Map shall not be deemed approved until the actions on the Rezoning, Development Agreement and Specific Plan Amendment are approved and become effective. (Planning)

CONDITIONS OF APPROVAL FOR DESIGN REVIEW FOR RESIDENTIAL SUBDIVISIONS FILE # PL21-0223

1. The development standards, unit designs and landscape plans for **SVSP JMC Tentative Map #4, File #PL21-0223** are approved as described in Exhibits N and O, except modified by these conditions of approval. (Planning)

2. This permit shall expire on the same date as the Tentative Map for **SVSP JMC Tentative Map #4, File #PL21-0223,** which is **April 28, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **April 28, 2025.** Effectuation of this DRRS shall occur with the first residential Building Permit. (Planning)

3. The landscape plan shall comply with the Landscape Guidelines for the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning)

4. The project shall comply with all required environmental mitigation identified in Sierra Vista Specific Plan Environmental Impact Report, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

5. Optional accessory structures (patio covers, gazebos, etc.) shall be consistent with the development standards outlined in Zoning Ordinance Section 19.22.030 (C). This includes setback, height, and coverage restrictions for both enclosed and unenclosed structures. (Planning)

6. Enhanced elevation details, as shown in Exhibit O, shall apply to all lots adjacent to the roadways and all street-facing elevations on corner lots. (Planning)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

7. 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, EUD, Electric, Public Works)

b) 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)

8. All on-site external lighting shall be installed and directed to have no off-site glare. (Planning)

9. 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)

10. 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)

11. 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)

12. Testing of all fire systems shall be performed prior to opening the sales office for business. (Fire)

13. Framing construction cannot commerce until access roads and public fire hydrants are approved by the Fire Department. (Fire)

14. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION AND PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

15. All electric metering shall be directly outside accessible. (Electric)

16. 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

17. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Building)

18. 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 Department Field Inspector at the time of or prior to the foundation inspection. (Building)

19. 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)

20. 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)

21. All alley loaded driveways shall have the address and street name of the designated unit as identified on the approved city lot maps. (Fire)

22. Signs are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)

23. 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)

24. Fences and walls shall be consistent with the locations and treatments specified in the Sierra Vista Specific Plan Design Guidelines. (Planning)

25. 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)

26. Any relocation or modification to the existing utility facilities or other existing improvements required for the development of this subdivision shall be at the developer’s expense. (Electric, Environmental Utilities, Engineering, Fire)

Exhibits

A. Addendum to the SVSP Environmental Impact Report
B. General Plan Amendments
C. Specific Plan Amendments
D. Rezones
E. Specific Plan Change Pages
F. Second Amendment to Mourier Investments, LLC Development Agreement
G. Second Amendment to DF Properties Development Agreement
H. Fifth Amendment to Federico Development Agreement
I. Large Lot Tentative Subdivision Maps
J. Small Lot Tentative Subdivision Maps
K. Preliminary Grading and Utility Plans
L. Utilities and Infrastructure Plans
M. Fencing and Bin Placement
N. Development Standards for CO-20, 21, and 22
O. Elevations and Color Palates for CO-20, 21, and 22

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: Shelby Maples, Associate Planner
Date: April 28, 2022

Re: SVSP JMC Tentative Map #4 – Revised Development Agreement Language and Clean-up Items, File # PL21-0223

The purpose of this Memorandum is to provide the Planning Commission with revised language in the Mourier Investments LLC Development Agreement for the SVSP JMC Tentative Map #4 project, File #PL21-0223, as well as minor clean up items identified in the staff report.

Background

At the time of staff report publication for the April 28, 2022 Planning Commission hearing, staff and the applicant were still negotiating supplemental park and bike trail fees for the Tentative Map #4 project. The fees, which are calculated at different rates based on density in the Development Agreement, will be less than previously anticipated as a result of the proposed rezone (reducing Low Density Residential and increasing Medium and High Density Residential units). Therefore, an additional payment is necessary to make up the shortfall. This is discussed further in the Planning Commission staff report.

Ultimately, it was determined that a one-time payment would make up the shortfall in park and bike trail fees caused by the proposed project amendments. Language to memorialize this payment is proposed in the Mourier Investments, LLC Development Agreement. The timing of the payment will occur prior to or concurrent with the recordation of the final map for large lot parcel CO-01.

Revised Language – Mourier Investments LLC Development Agreement

f. The second paragraph of Section 3.12.3 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that prior to or concurrent with recordation of a final map for parcel CO-01, Landowner shall make a one-time payment to City in the amount of $141,990, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for neighborhood and city-wide park fees.

g. The second paragraph of Section 3.12.7 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner

agrees that Prior to or concurrent with recordation of a final map for parcel CO-01, Owner shall make a one-time payment to City in the amount of $15,998, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for bike trail improvements.

Clean-up Items

Clean-up items were identified in the staff report after publication. The staff report incorrectly identified the Development Agreement Amendment for Westpark Federico as the fifth, rather than the sixth, amendment. The Fifth Amendment was approved by City Council as a part of the Solaire Phase 6 project (PL21-0111) in fall of 2021. Additionally, a minor correction to the General Plan Amendment Exhibit, Exhibit B, is included with this Memorandum. Parcel CO-22, which will be modified from MDR to LDR, was incorrectly labeled as “MDR” in the “proposed” condition.

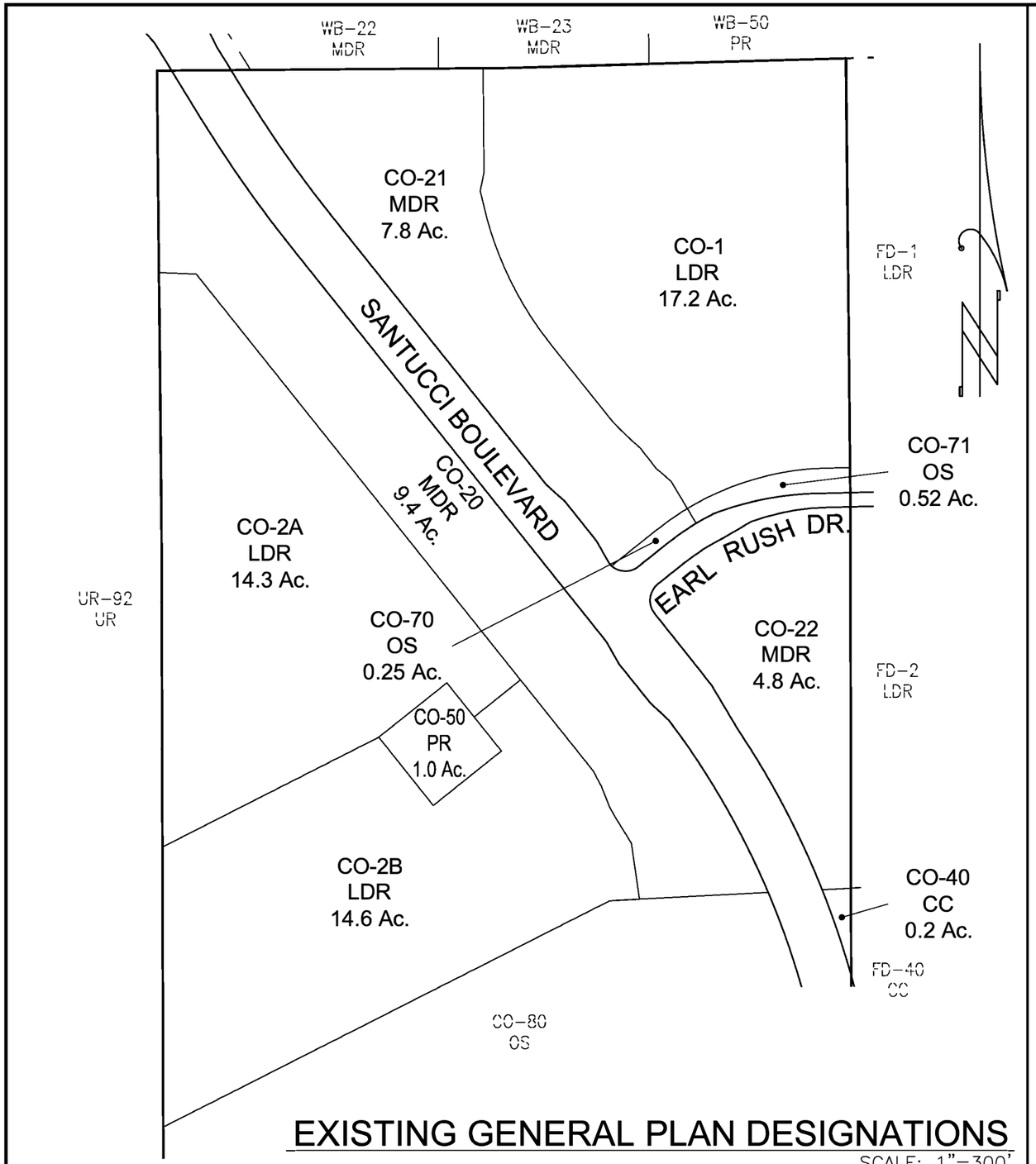
Conclusion

With the revised language and the minor clean-up items, the project is consistent with the General Plan, Sierra Vista Specific Plan, and Zoning Ordinance, and the required findings for approval can be made.

Attachment 1 – Revised Exhibit B – General Plan Amendment

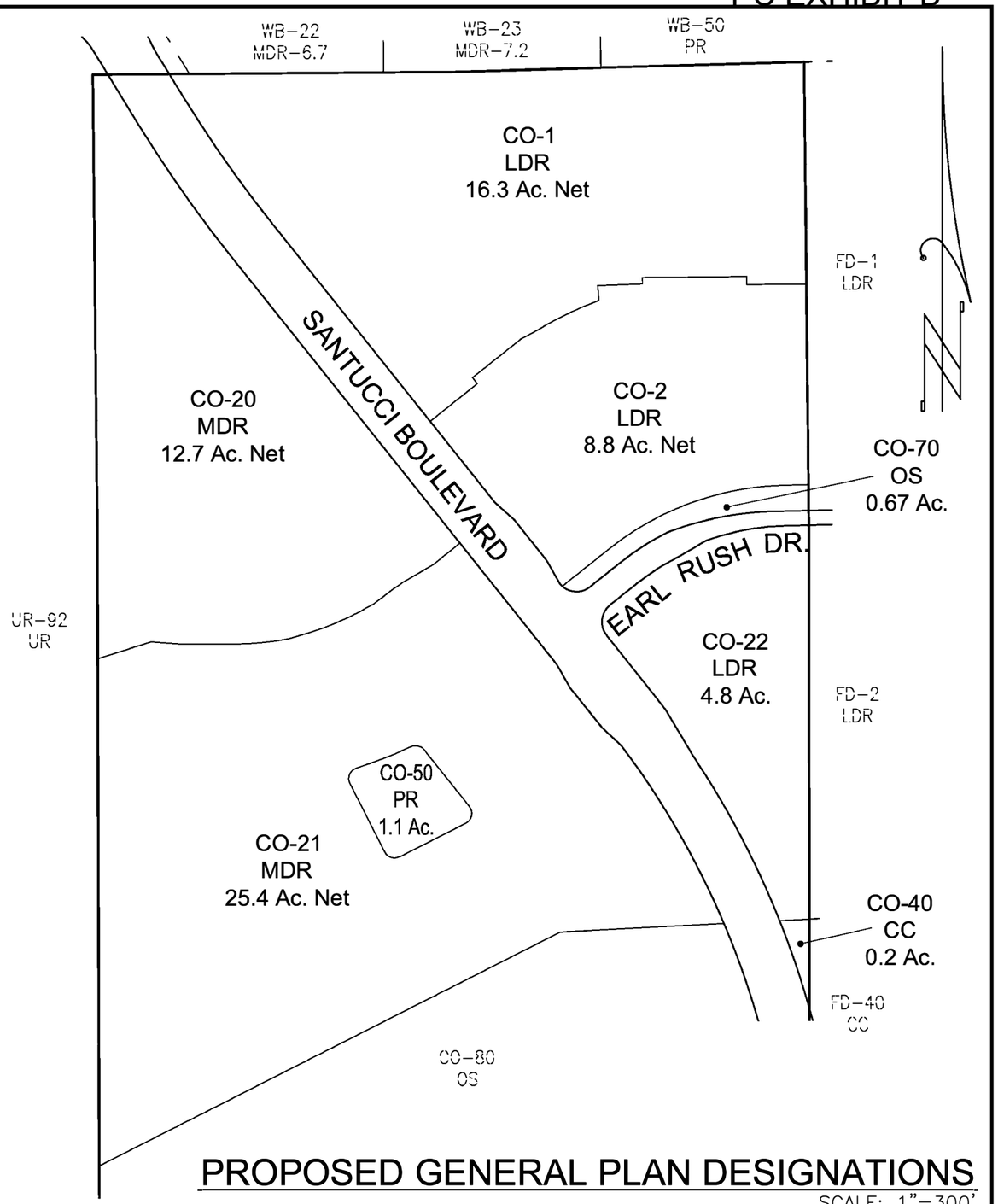
Attachment 2 – Revised Exhibit G – Second Amendment to Mourier Investments LLC Agreement

PC EXHIBIT B



EXISTING GENERAL PLAN DESIGNATIONS

SCALE: 1"=300'



PROPOSED GENERAL PLAN DESIGNATIONS

SCALE: 1"=300'

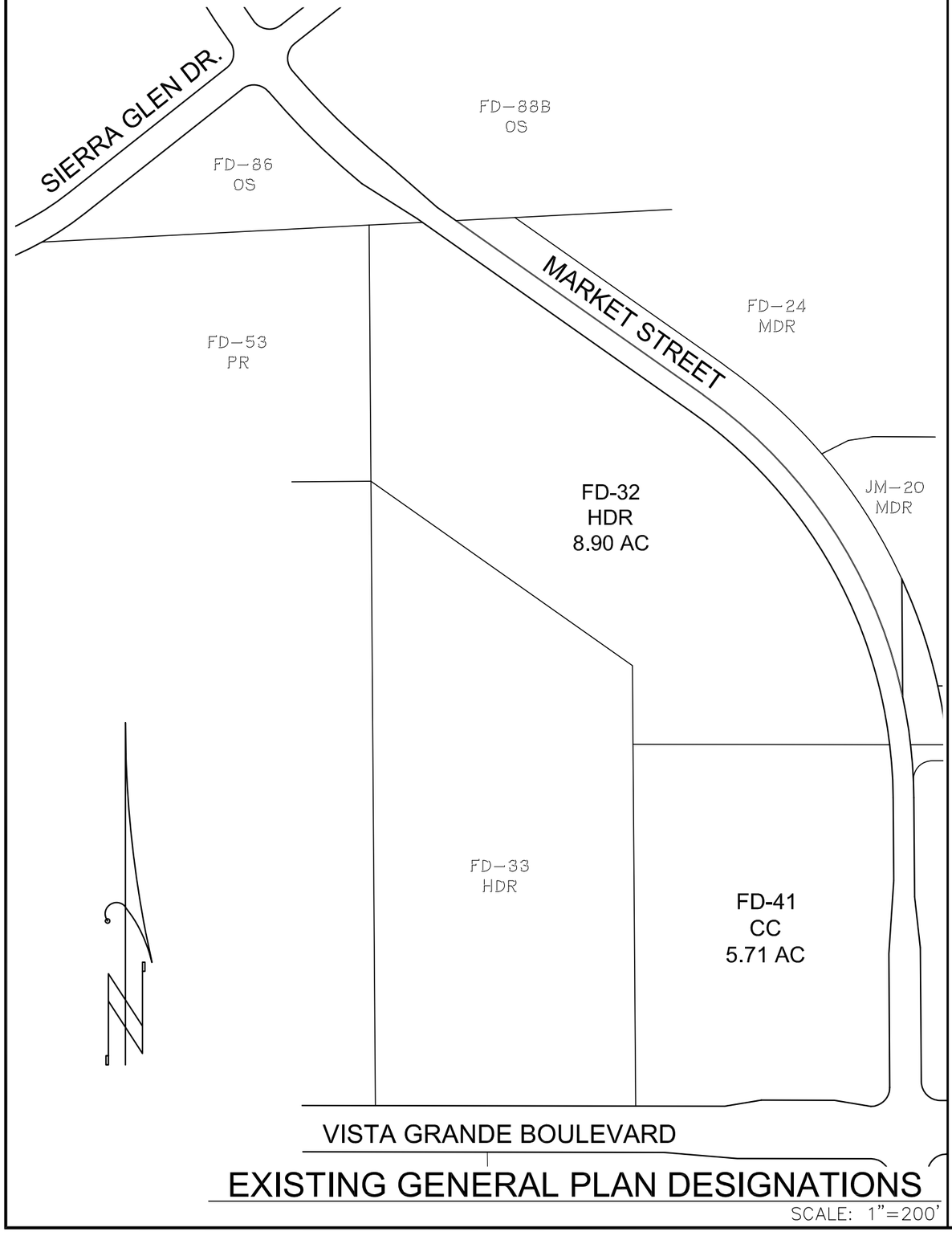
BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=300'

JOB #: 18-03-010

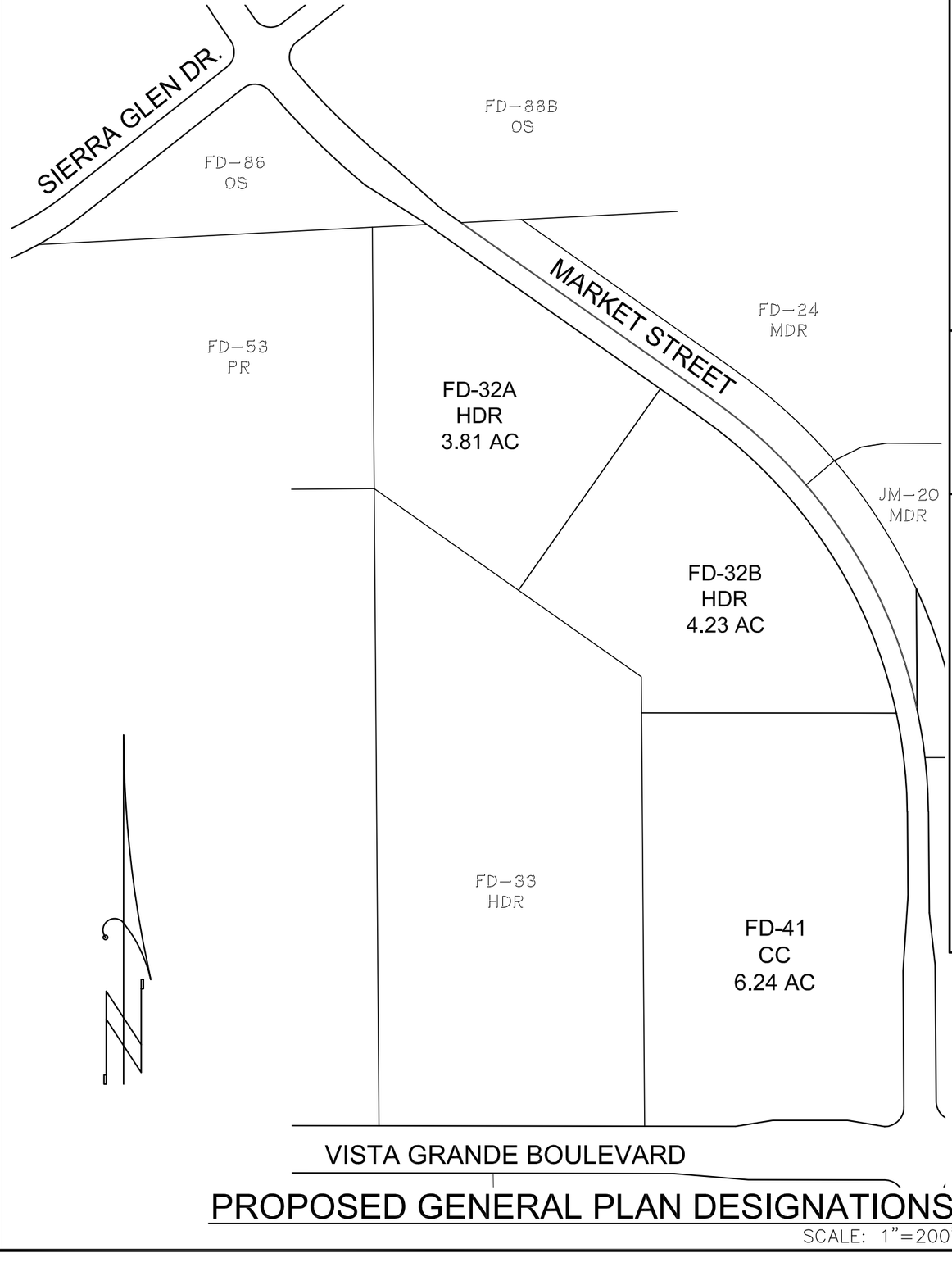
DATE: JUNE 2021

GENERAL PLAN AMENDMENT EXHIBIT
THE VILLAGES at SIERRA VISTA
PARCELS CO-01, CO-02, CO20, CO-21, CO-22 & CO-40
CITY of ROSEVILLE, CALIFORNIA



EXISTING GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'



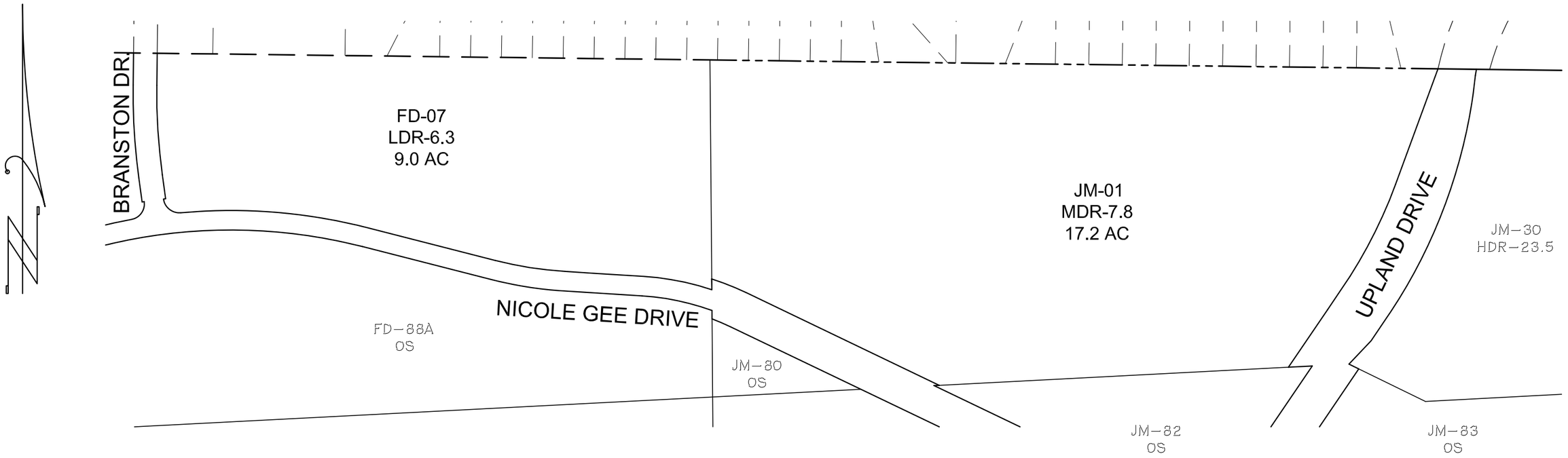
PROPOSED GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'

GENERAL PLAN AMENDMENT EXHIBIT
SVSP PARCELS FD-32 AND FD-41
CITY of ROSEVILLE, CALIFORNIA

SCALE: 1"=200'
JOB #: 20-06-022
DATE: JUNE, 2021

BAKER-WILLIAMS ENGINEERING GROUP
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6020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com



EXISTING GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'



PROPOSED GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'

GENERAL PLAN AMENDMENT EXHIBIT
SVSP PARCELS JM-01 AND FD-7

CITY of ROSEVILLE, CALIFORNIA

SCALE: 1"=200'

JOB #: 20-06-027

DATE: DEC., 2021

BAKER-WILLIAMS ENGINEERING GROUP
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(916) 331-1336 ~ fax (916) 331-1430 ~ office@bwengineers.com

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This Second Amendment of Development Agreement is entered into this ____ day of _____, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier and City entered into a Development Agreement (the "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. 2010-0045949-00.

B. Mourier and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area as defined in Exhibit "A" and depicted in Exhibit "B" of the Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. Mourier and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on April 21, 2021, and recorded on July 1, 2021, in the Official Records of Placer County as Document No. 2021-0085265-00.

D. Mourier and City entered into the First Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the First Amendment.

E. This Second Amendment to the Development Agreement (the "Second Amendment") affects certain portions of the Property owned by Mourier (the "Second Amendment Property") as described in Exhibit "A" and depicted in Exhibit "B" attached hereto. Mourier and City intend for this Second Amendment to document certain unit transfers within the Plan Area, revise the parties' obligations with respect to groundwater production wells and recycled water facilities, update the parties' evaluation of water conservation goals, and resolve the parties' inconsistent interpretations of Subsection 3.17.1.2(i) of the Development Agreement.

F. This Second Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

a. The term "Entitlements" set forth in Recital F of the Development Agreement for the Second Amendment Property is hereby revised to include the Sierra Vista Specific Plan and Design Guidelines, as amended and adopted by Resolution No. ___-___.

b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the Second Amendment Property are hereby revised as follows:

Low Density Residential	197 units on 40.8 Net Acres;
Medium Density Residential	319 units on 42.8 Net Acres;
Community Commercial	0.2 Net Acres;
Park	1.1 Net Acres;
Open Space	36.8 Net Acres;
Open Space (paseo)	0.7 Net Acres;

c. Section 3.7.2 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.2 Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors

access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality.

It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee."

d. Section 3.7.4 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal. The City has determined, and Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific

Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

e. Section 3.9 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall

construct and dedicate upon completion thereof, a recycled water distribution system as generally shown in Exhibit "U". In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the WRSP as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at $5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of $30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);

The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at $2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the $2.4

million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.

City shall impose a charge for recycled water of $20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as $2.9 million for the Recycled Water Facilities, beyond the $2.4 million of maximum special taxes collected, is fully funded; and

If the costs of the Recycled Water Facilities fall below or rise above the $5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated $5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated $5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities."

f. The second paragraph of Section 3.12.3 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property

subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that prior to or concurrent with recordation of a final map for parcel CO-01, Landowner shall make a one-time payment to City in the amount of $141,990, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for neighborhood and city-wide park fees.

g. The second paragraph of Section 3.12.7 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that Prior to or concurrent with recordation of a final map for parcel CO-01, Owner shall make a one-time payment to City in the amount of $15,998, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for bike trail improvements.

~~f.~~h. Section 3.17.1.2(i) of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"(i) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to

the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement."

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT LIMITED TO SECOND AMENDMENT PROPERTY. This Second Amendment is limited to and applies only to development of the Second 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 Second Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Second Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Second Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2022.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Carmen Avalos
City Clerk

APPROVED AS TO FORM;

By:_____
Michele Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

MOURIER INVESTMENTS, LLC, a
California limited liability company

By:_____
John L. Mourier, III
Managing Member

Exhibit A

Legal Description of Second Amendment Property

All those portions of Section 26, 27, 34 and 35 of Township 11 North, Range 5 East, M.D.B.&M., more particularly described as follows:

The west 801.429 feet of the south 1056 feet of Section 26; the south 1056 feet of the east 1/2 of the southeast 1/4 of Section 27, excepting therefrom the west 471.429 feet thereof; the east 1/2 pf the northeast 1/4 of Section 34, excepting therefrom the west 471.429 feet thereof; the west 801.429 feet to the north 1/2 of Section 35.

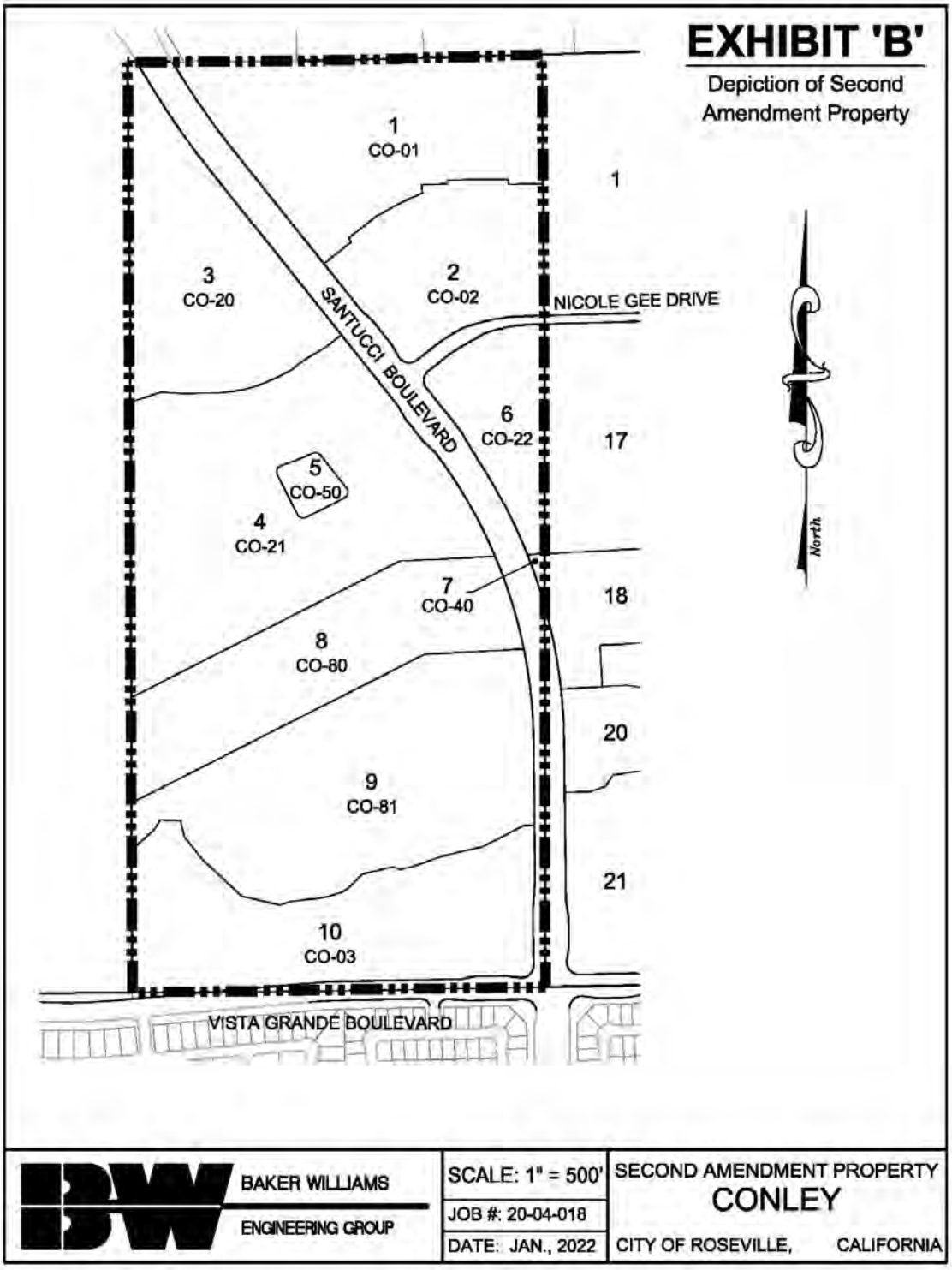
Excepting from the north 1/2 of Section 35 an undivided 50% of all oil, gas, hydrocarbons and any other minerals below 500 feet from the surface, as reserved in the deed from Mable H. Tyler, Executrix, recorded on February 13, 1959, in Book 786 of Official Records, at Page 33, Placer County Records.

And excepting from those portions of the above described land lying within the south 1056 feet of the southeast 1/4 of Section 26, and the south 1056 feet of the west 1/2 of the southwest 1/4 of Section 26, an undivided 50% of all oil, gas, hydrocarbons and any other minerals below a depth of 500 feet from the surface, as conveyed in the deed from Agnes C. Conley and Sally S. Taketa, as Trustees , to Mable H. Tyler, Executrix, Et Al, Recorded on December 28, 1979 as Document Number 56281, in Book 2210, Page 502, Placer County Records.

APN: 017-150-032-510 and 017-150-036-510

Exhibit B

Depiction of Second Amendment Property



PC Exhibit A – SVSP EIR Addendum has been removed from this attachment and included as **CC Exhibit A.**

PC Exhibit B – General Plan Amendment has been removed from this attachment and included as **CC Exhibit B.**

PC Exhibit C – Specific Plan Amendment has been removed from this attachment and included as **CC Exhibit C.**

PC Exhibit D – Rezone has been removed from this attachment and included as **CC Exhibit D.**

PC Exhibit E– SVSP Change Pages has been removed from this attachment and included as **CC Exhibit H.**

PC Exhibit F – Second Amendment to DF Properties Development Agreement has been removed from this attachment and included as **CC Exhibit E.**

PC Exhibit G – Second Amendment to Mourier Investments Development Agreement has been removed from this attachment and included as **CC Exhibit F.**

PC Exhibit H – Sixth Amendment to Westpark Federico Development Agreement has been removed from this attachment and included as **CC Exhibit G.**

PC EXHIBIT I

Tentative LArge Lot Subdivision of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

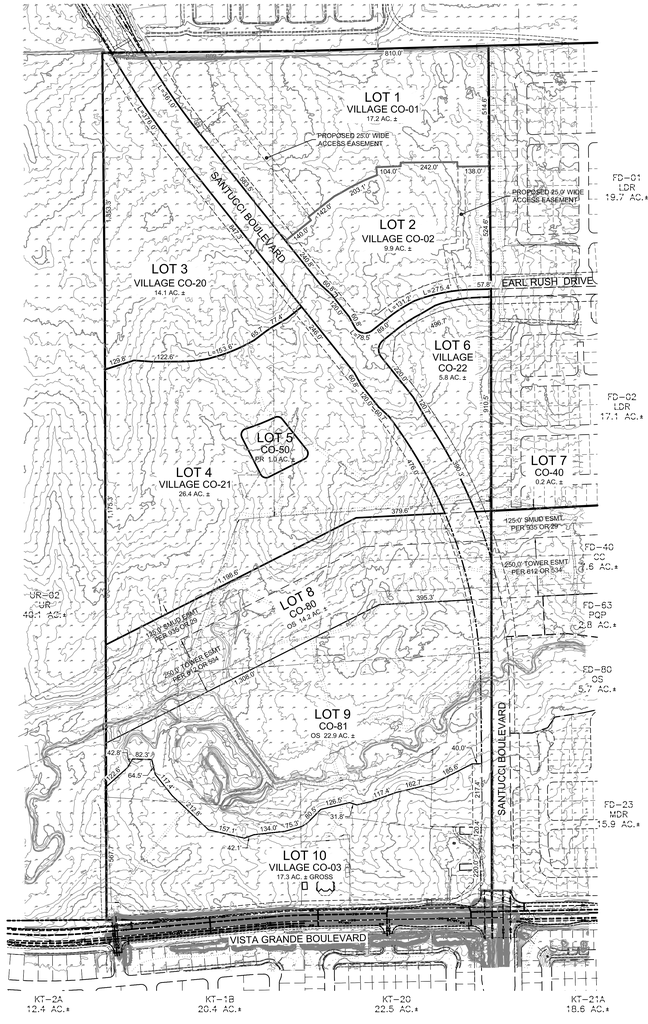
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

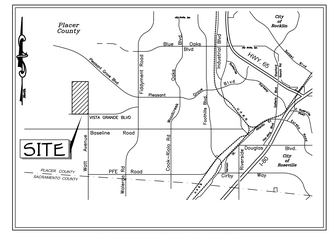
City of Roseville,
Scale 1" = 200'

State of California
June 2021

Sheet 14 of 14

Project Address - 3871 Santucci Boulevard
Project # PL21-0223





VICINITY MAP



OWNERS:
MOURIER INVESTMENTS, LLC
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747
PH. (916) 969-2842

DEVELOPER:
JOHN MOURIER CONSTRUCTION, INC.
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747
PH. (916) 969-2842

ENGINEER:
BAKER-WILLIAMS ENGINEERING GROUP
6020 RUTLAND DRIVE, SUITE 19
CARMICHAEL, CALIFORNIA 95608
PH. (916) 331-4336

ASSESSOR'S PARCEL NUMBER:
499-010-005 THRU 009, 499-010-024, 499-010-025, 499-010-053 THRU 055

ACREAGE:
140.3 ACRES ±

PROPOSED IMPROVEMENTS:
AS REQUIRED BY THE CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS

EXISTING USE:
FARMHOUSE

SEWER:
CITY OF ROSEVILLE

WATER SUPPLY:
CITY OF ROSEVILLE

DRAINAGE:
CITY OF ROSEVILLE

FIRE PROTECTION:
CITY OF ROSEVILLE

SCHOOL DISTRICT:
ROSEVILLE SCHOOL DISTRICT
CENTER UNIFIED SCHOOL DISTRICT

PARK DISTRICT:
ROSEVILLE PARKS DISTRICT

LAND USE ANALYSIS:

PARCEL	GENERAL PLAN LAND USE	ZONING	ACRES/SPECIFIC PLAN	ACRES/TENTATIVE MAP	ALLOCATED UNITS	PROPOSED UNITS	AVAILABLE UNITS	DENSITY/SPECIFIC PLAN	DENSITY/TENTATIVE MAP
CO-01	LDR (Residential)	RS/DS	17.3	17.2 (16.3 NET)	86	87	-1	5.0	5.3 PER NET ACRE
CO-02 A & B	LDR (Residential)	RS/DS	29.8	9.9 (8.8 NET)	144	43	+101	5.0	4.9 PER NET ACRE
CO-03	LDR (Residential)	RS/DS	15.7	17.3 (15.7 NET)	78	67	+11	5.0	4.3 PER NET ACRE
CO-20	MDR (Residential)	RS/DS	9.4	14.1 (12.7 NET)	84	94	-10	9.0	7.4 PER NET ACRE
CO-21	MDR (Residential)	RS/DS	7.8	27.4 (25.4 NET)	62	193	-131	9.0	7.6 PER NET ACRE
CO-22	LDR (Residential)	RS/DS	4.8	5.9 (4.8 NET)	38	32	+6	9.0	6.6 PER NET ACRE
CO-40	CC (Commercial)	CC	0.2	0.2					
CO-50	PR (Park Site)	PR	1.0	1.0					
CO-70 (& 71)	OS (Paseo)	OS	0.8	0.7					
CO-80	OS	OS	14.2	14.2					
CO-81	OS	OS	22.6	22.6					
JM-01	MDR (Residential)	RS/DS	16.9	17.2 (17.1 NET)	135	134	+1	7.9	7.9 PER NET ACRE
JM-20	MDR (Residential)	RS/DS	34.7	34.7 (33.8 NET)	322	271	+51	7.8	8.0 PER NET ACRE
FD-07	MDR (Residential)	RS/DS	8.5	8.5 (8.3 NET)	57	58	-1	6.4	7.0 PER NET ACRE
FD-24	MDR (Residential)	RS/DS	17.3	17.3 (16.4 NET)	84	135	-51	8.1	8.2 PER NET ACRE
FD-32A	HDR	R1	8.7	3.8		78	-78	20.5	20.5 PER NET ACRE
FD-32B	HDR	R1		4.2	178	116	62		27.4 PER NET ACRE
FD-41	CC/MU (Commercial Mixed Use)	CC	5.7	6.2	40	0	40	7.0	0.0
TOTALS			215.4	212.2	1,308	1,308	0		

JMC HOMES
JOHN MOURIER CONSTRUCTION INC.
1430 Blue Oaks Blvd. Ste 190
Roseville, Ca 95747-7143
Office: 916-782-8879 Fax: 916-960-5322
CALIFORNIA LIC. 613004 B

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

JOB NO. 20-04-018

S:\BWES Jobs\2020 Jobs\20-04-018 Conley Property - Sierra Vista\Planning\20040018 TENT MAP-MJ\CONLEY.dwg, SHT 14 - LARGE LOT - CONLEY, 3/15/2021 11:15:51 AM, DaveCobbs

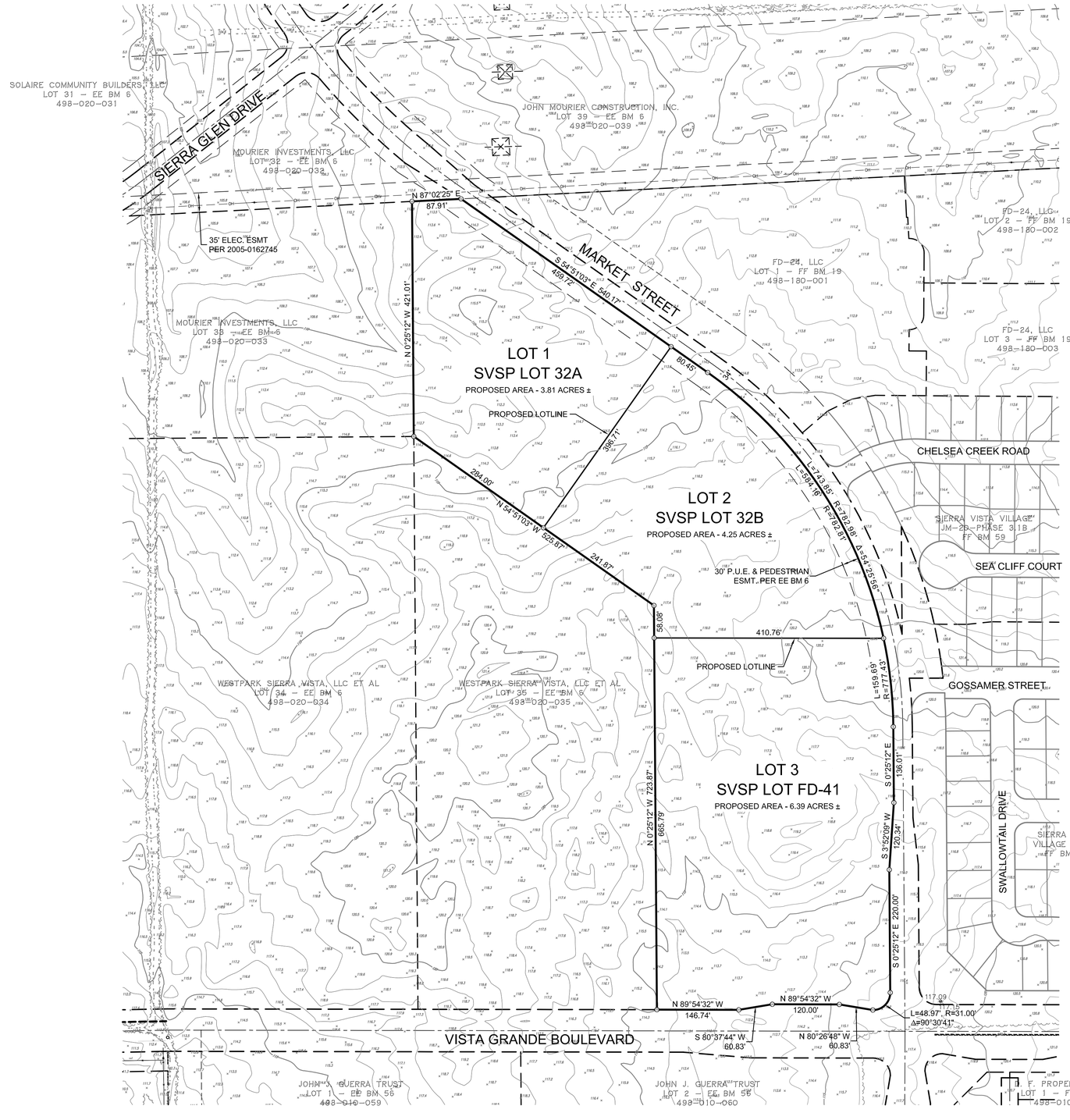
TENTATIVE PARCEL MAP

THE VILLAGES AT SIERRA VISTA

LOTS 36 AND 37 - EE BM 6

CITY OF ROSEVILLE, COUNTY OF PLACER,
STATE OF CALIFORNIA

AUGUST, 2021 SCALE 1" = 100'





VICINITY MAP

Not to Scale

Owner:
Mourier Investments, LLC.
1430 Blue Oaks Boulevard, Ste. 190
Roseville, CA 95678
PH. (916) 969-2842

Engineer:
Baker Williams Engineering Group
6020 Rutland Drive, Suite #19
Carmichael, CA 95608
Ph. (916) 331-4336
office@bwengineers.com

General Plan Designation
HDR - High Density Residential
CC - Community Commercial

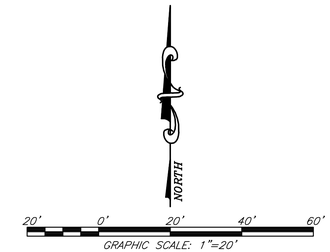
Existing Zoning:
R3
CC/MU

Proposed Zoning:
R3
CC

Existing Use:
Vacant

Proposed Use:
Vacant

Assessor's Parcel Nos.
498-020-036 and 037



BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

S:\BWEG Jobs\2020 Jobs\20-06-022 Sierra Vista Lots FD-32 and FD-41\Planning\20060622-TENT PARCEL MAP.dwg, TENT-MAP, 12/7/2021 3:53:43 PM, David Cobbs

PC EXHIBIT J

VILLAGE ANALYSIS:

VILLAGE	LAND USE	ZONING	ACRES	UNITS	MIN. LOT SIZE	CUT / FILL	DENSITY
CO-01	LDR (Residential)	RS/DS	17.2 (16.3 NET)	87	55'x100'	34,100 / 34,100	5.3 PER NET ACRE
CO-02	LDR (Residential)	RS/DS	9.9 (8.8 NET)	43	55'x100'	41,460 / 41,460	4.9 PER NET ACRE
CO-03	LDR (Residential)	RS/DS	17.3 (15.7 NET)	67	60'x100' MIN.	59,240 / 59,240	4.3 PER NET ACRE
CO-20	MDR (Residential)	RS/DS	14.1 (12.7 NET)	94	45'x80'	72,100 / 72,100	7.4 PER NET ACRE
CO-21	MDR (Residential)	RS/DS	27.4 (25.4 NET)	193	45'x80'	71,900 / 71,900	7.6 PER NET ACRE
CO-22	LDR (Residential)	RS/DS	5.9 (4.8 NET)	32	45'x80'	50,770 / 50,700	6.6 PER NET ACRE
TOTAL				516		329,570 / 329,570	

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

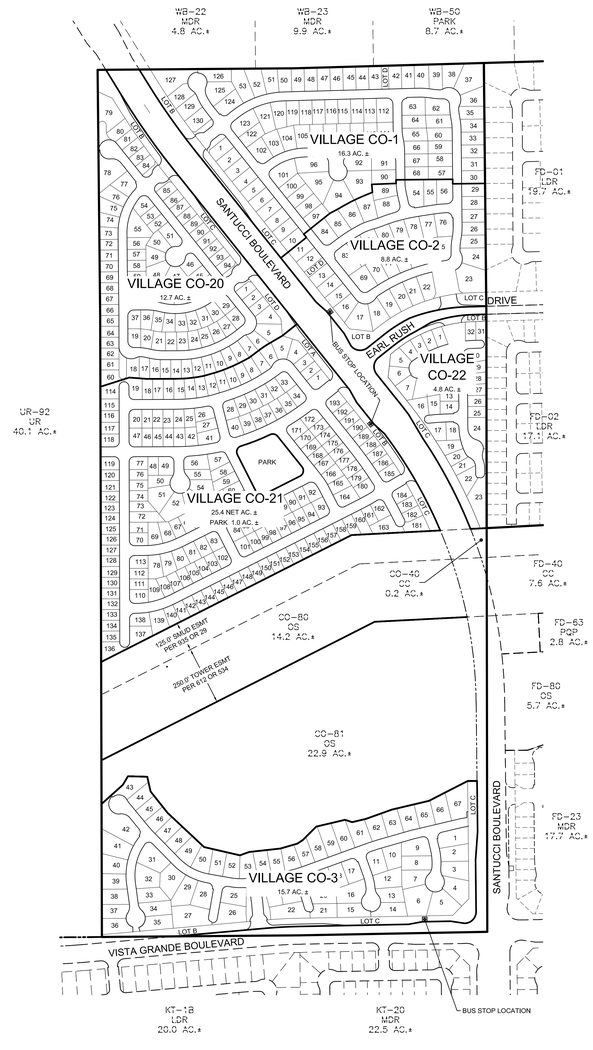
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

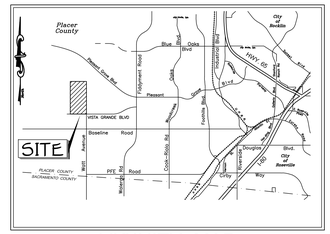
City of Roseville,
Scale 1" = 200'

State of California
June 2021

Sheet 1 of 14

Project Address - 3871 Santucci Boulevard
Project No. PL21-0223





VICINITY MAP

OWNERS:
MOURIER INVESTMENTS, LLC
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747
PH. (916) 969-2842

DEVELOPER:
JOHN MOURIER CONSTRUCTION, INC.
1430 BLUE OAKS BOULEVARD, SUITE 190
ROSEVILLE, CA 95747
PH. (916) 969-2842

ENGINEER:
BAKER-WILLIAMS ENGINEERING GROUP
6020 RUTLAND DRIVE, SUITE 19
CARMICHAEL, CALIFORNIA 95608
PH. (916) 331-4336

ASSESSOR'S PARCEL NUMBER:
499-010-005 THRU 009, 499-010-024, 499-010-025, 499-010-053 THRU 055

ACREAGE:
140.3 ACRES ±

PROPOSED IMPROVEMENTS:
AS REQUIRED BY THE CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS

EXISTING USE:
FARMHOUSE

SEWER:
CITY OF ROSEVILLE

WATER SUPPLY:
CITY OF ROSEVILLE

DRAINAGE:
CITY OF ROSEVILLE

FIRE PROTECTION:
CITY OF ROSEVILLE

SCHOOL DISTRICT:
ROSEVILLE SCHOOL DISTRICT
CENTER UNIFIED SCHOOL DISTRICT

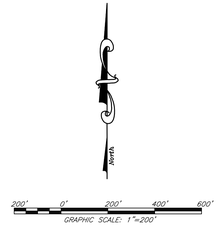
PARK DISTRICT:
ROSEVILLE PARKS DISTRICT

LEGEND

NAME	EXISTING	PROPOSED
MANHOLE	○	●
SANITARY SEWER PIPE	18" S.S.	18" S.S.
STORM DRAIN PIPE	18" S.D.	18" S.D.
WATER PIPE	12" W.	12" W.
DROP INLET	▭	■
FIRE HYDRANT		
MASONRY RETAINING WALL		
FENCE		
SWALE		
CONTOUR	200	
EDGE OF PAVEMENT		
CURB, GUTTER & SIDEWALK		
RIGHT-OF-WAY	R/W	R/W
CENTER LINE	℄	℄
PROPERTY LINE		
SLOPE BANK		
TOP BACK OF WALK ELEVATION		178.0
SPOT ELEVATION	175.10	222.50
PAD GRADE		221.0
DRAINAGE DIRECTION FLOW		

LAND USE ANALYSIS:

PARCEL	GENERAL PLAN LAND USE	ZONING	ACRES/SPECIFIC PLAN	ACRES/TENTATIVE MAP	ALLOCATED UNITS	PROPOSED UNITS	AVAILABLE UNITS	DENSITY/SPECIFIC PLAN	DENSITY/TENTATIVE MAP
CO-01	LDR (Residential)	RS/DS	17.3	17.2 (16.3 NET)	86	87	-1	5.0	5.3 PER NET ACRE
CO-02 A & B	LDR (Residential)	RS/DS	29.8	9.9 (8.8 NET)	144	43	+101	5.0	4.9 PER NET ACRE
CO-03	LDR (Residential)	RS/DS	15.7	17.3 (15.7 NET)	78	67	+11	5.0	4.3 PER NET ACRE
CO-20	MDR (Residential)	RS/DS	9.4	14.1 (12.7 NET)	84	94	-10	9.0	7.4 PER NET ACRE
CO-21	MDR (Residential)	RS/DS	7.8	27.4 (25.4 NET)	62	193	-131	9.0	7.6 PER NET ACRE
CO-22	LDR (Residential)	RS/DS	4.8	5.9 (4.8 NET)	38	32	+6	9.0	6.6 PER NET ACRE
CO-40	CC (Commercial)	CC	0.2	0.2					
CO-50	PR (Park Site)	PR	1.0	1.0					
CO-70 (& 71)	OS (Paseo)	OS	0.8	0.7					
CO-80	OS	OS	14.2	14.2					
CO-81	OS	OS	22.6	22.6					
JM-01	MDR (Residential)	RS/DS	16.9	17.2 (17.1 NET)	135	134	+1	7.9	7.9 PER NET ACRE
JM-20	MDR (Residential)	RS/DS	34.7	34.7 (33.8 NET)	322	271	+51	7.8	8.0 PER NET ACRE
FD-07	MDR (Residential)	RS/DS	8.5	8.5 (8.3 NET)	57	58	-1	6.4	7.0 PER NET ACRE
FD-24	MDR (Residential)	RS/DS	17.3	17.3 (16.4 NET)	84	135	-51	8.1	8.2 PER NET ACRE
FD-32A	HDR	R1	8.7	3.8		78	-78	20.5	20.5 PER NET ACRE
FD-32B	HDR	R1		4.2	178	116	62		27.4 PER NET ACRE
FD-41	CC/MU (Commercial Mixed Use)	CC	5.7	6.2	40	0	40	7.0	0.0
TOTALS			215.4	212.2	1,308	1,308	0		



JMC HOMES
JOHN MOURIER CONSTRUCTION INC.
1430 Blue Oaks Blvd. Ste 190
Roseville, Ca 95747-7143
Office: 916-782-8879 Fax: 916-960-5322
CALIFORNIA LIC. 613004 B

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

JOB NO. 20-04-018 - COVER SHEET

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Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

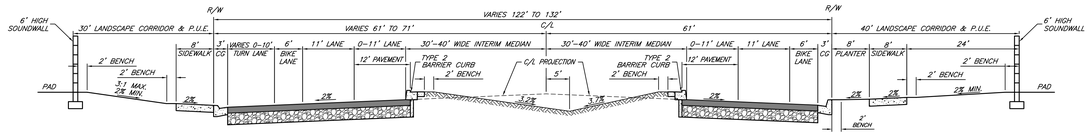
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville, State of California

Scale 1" = 50' June 2021

Sheet 3 of 14

Project Address - 3871 Santucci Boulevard

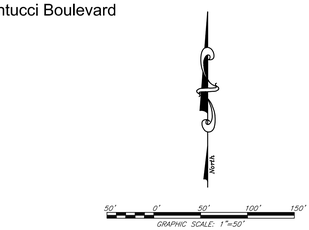


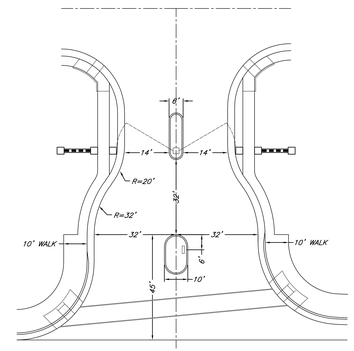
SANTUCCI BLVD. – INTERIM SECTION NORTH BOUNDARY

STA. 76+43.15 TO STA. 78+55.37

NO SCALE

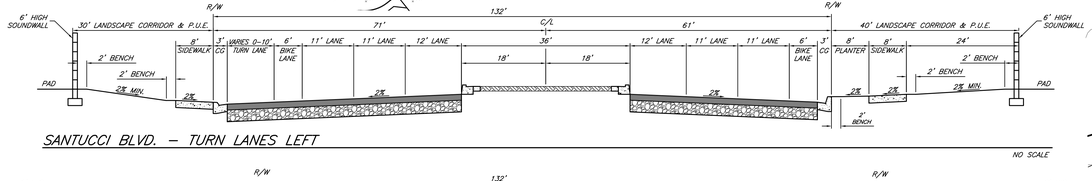






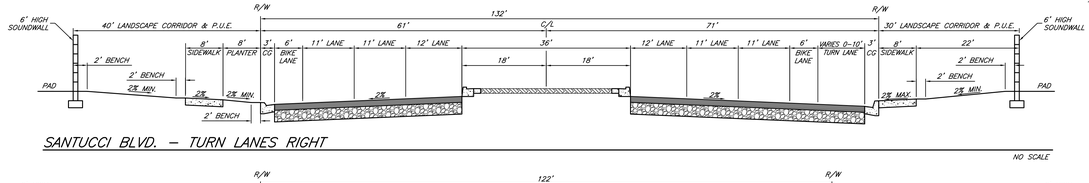
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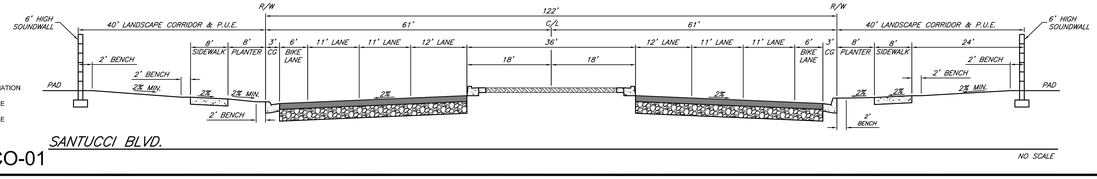
SANTUCCI BLVD. – TURN LANES LEFT

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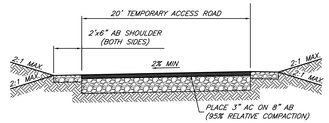
SANTUCCI BLVD. – TURN LANES RIGHT

NO SCALE



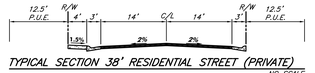
SANTUCCI BLVD.

NO SCALE



TEMPORARY ACCESS ROAD

NO SCALE



TYPICAL SECTION 38' RESIDENTIAL STREET (PRIVATE)

NO SCALE

NOTES: LETTERED LOTS

LOT A	PRIVATE STREET TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION
LOT B	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT C	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT D	OPEN SPACE TO BE DEDICATED TO THE CITY OF ROSEVILLE

Tentative Subdivision Map - CO-01

© EMKO Jobs\2020 Jobs\20-04-018 Corley Property - Sierra Vista\Planning\20040118-TENT MAP-ALIGNLET.dwg, SHT 3 - TENT - CO-01, 3/10/2021 10:04:27 AM, David Gibbs

JOB NO. 20-04-018

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

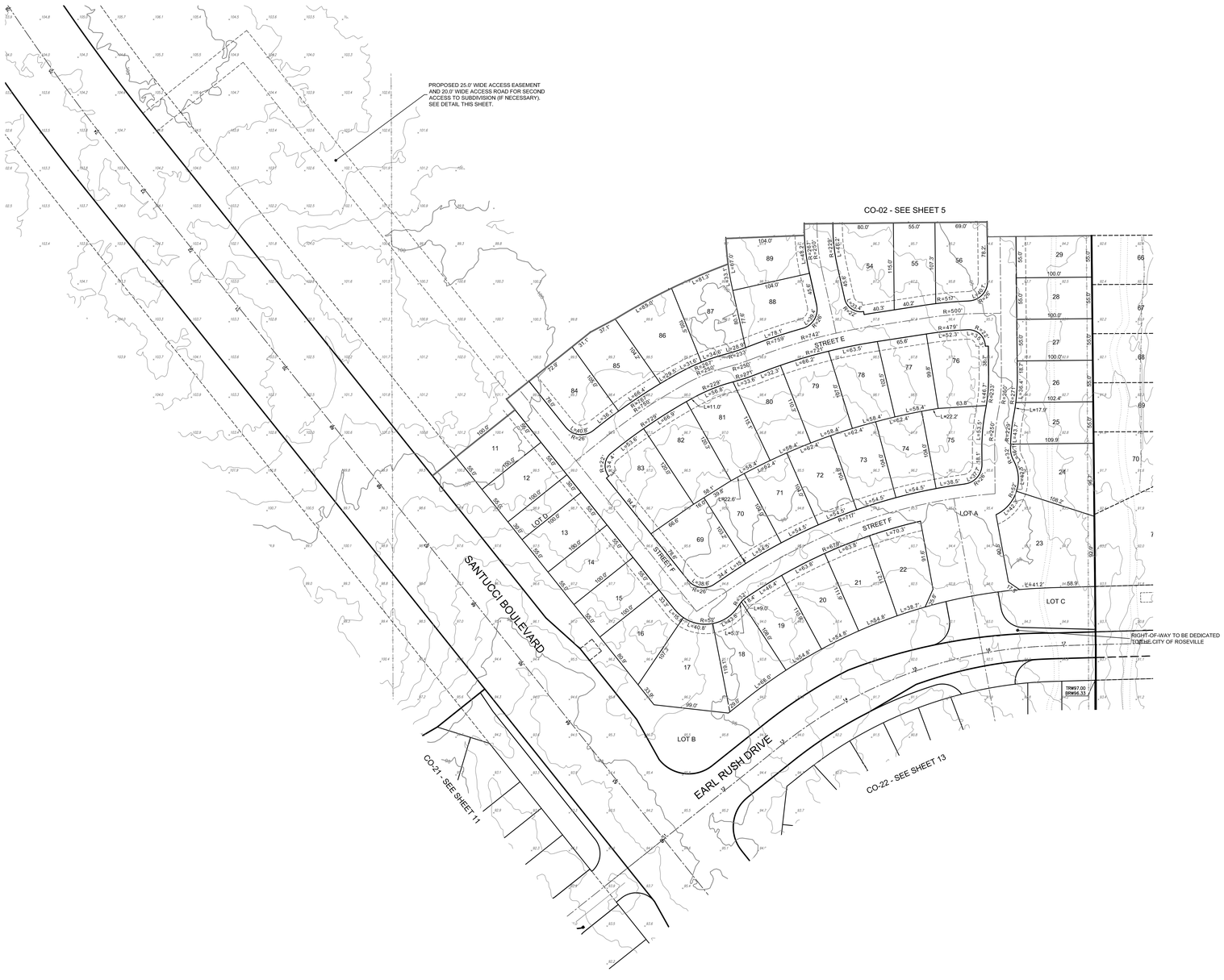
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

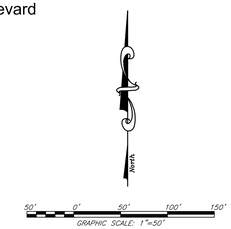
City of Roseville, State of California

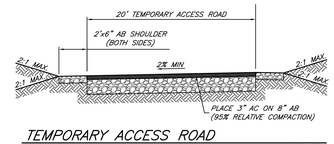
Scale 1" = 50' June 2021

Sheet 5 of 14

Project Address - 3871 Santucci Boulevard

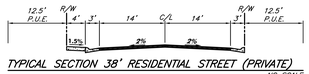






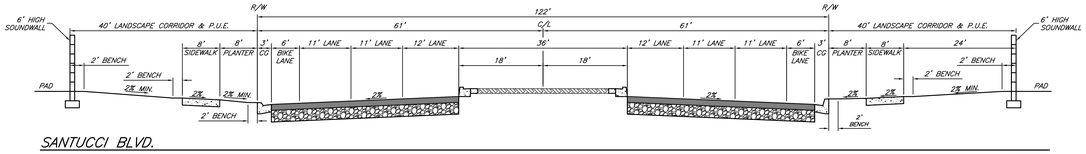
TEMPORARY ACCESS ROAD

NO SCALE



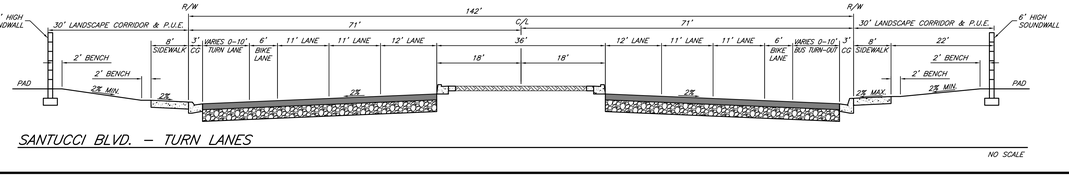
TYPICAL SECTION 38' RESIDENTIAL STREET (PRIVATE)

NO SCALE



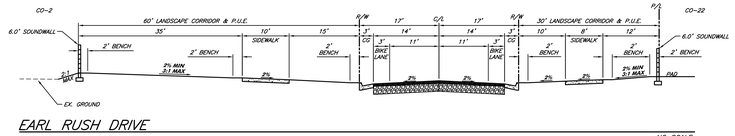
SANTUCCI BLVD.

NO SCALE



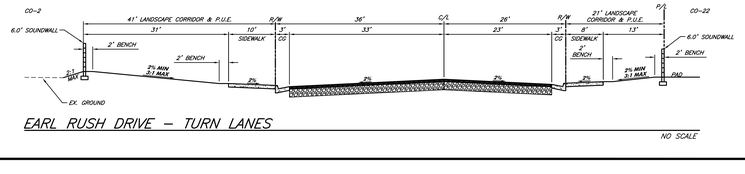
SANTUCCI BLVD. – TURN LANES

NO SCALE



EARL RUSH DRIVE

NO SCALE



EARL RUSH DRIVE – TURN LANES

NO SCALE

NOTES: LETTERED LOTS

LOT A	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT B	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT C	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE

Tentative Subdivision Map - CO-02

S:\BIM\EG Jobs\2020-Jobs\20-04-018 Corley Property - Sierra Vista\Planning\Exhibits\TM\TM-MAP-CO-02.dwg, SHT 5 - TEXT - CO-02, 3/10/2022 10:41:15 AM, David Cobos

JOB NO: 20-04-018

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

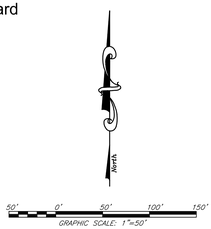
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

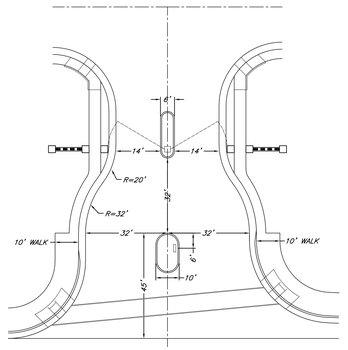
City of Roseville, State of California
Scale 1" = 50' June 2021

Sheet 7 of 14

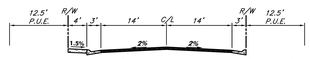
Project Address - 3871 Santucci Boulevard



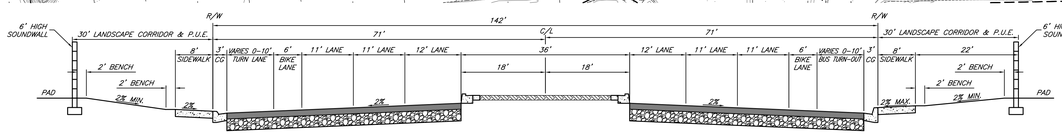




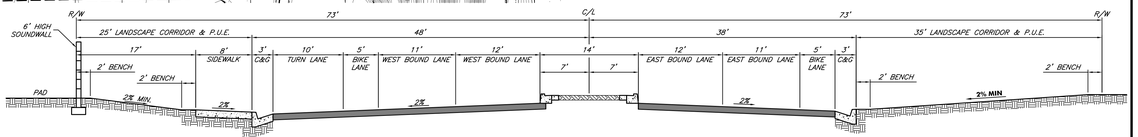
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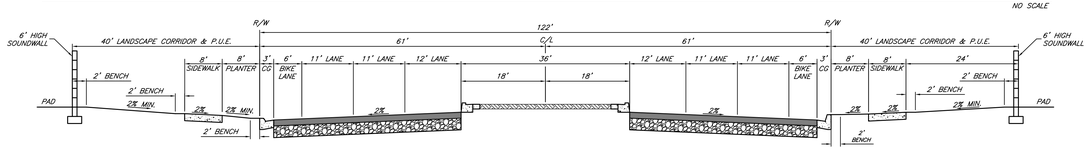
TYPICAL SECTION 38' RESIDENTIAL STREET (PRIVATE)
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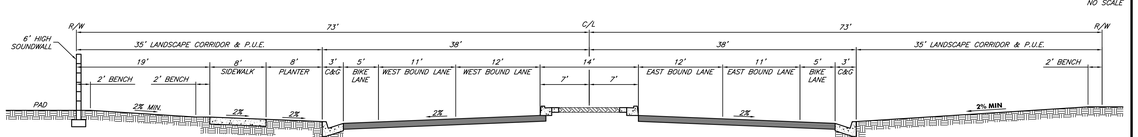
SANTUCCI BLVD. – TURN LANES
NO SCALE



VISTA GRANDE BLVD. – WITH TURN LANE
NO SCALE



SANTUCCI BLVD.
NO SCALE



VISTA GRANDE BLVD.
NO SCALE

NOTES: LETTERED LOTS

LOT A	PRIVATE STREET TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION
LOT B	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT C	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE

Tentative Subdivision Map - CO-03

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JOB NO. 20-04-015

PC EXHIBIT I

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

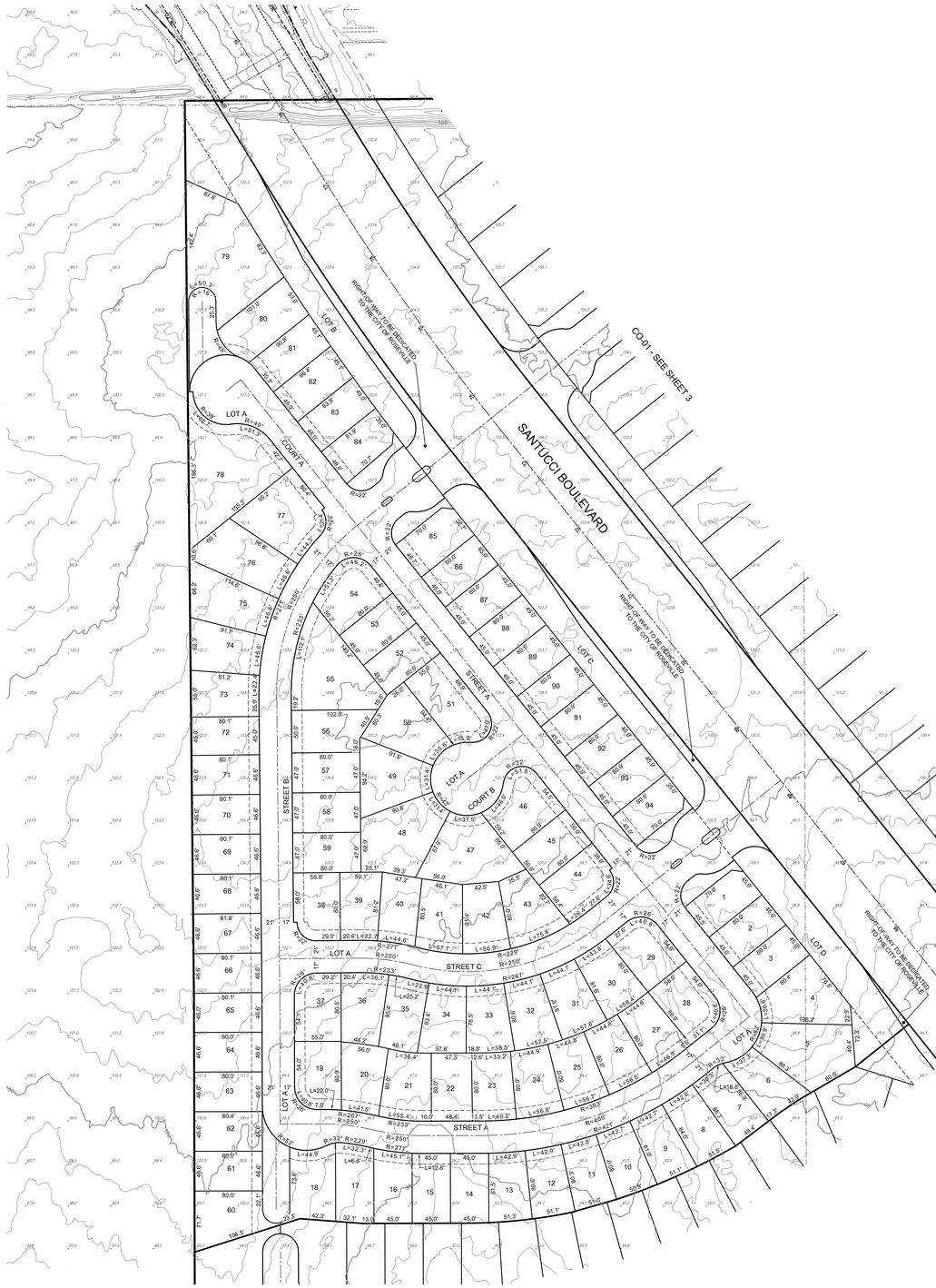
VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville, State of California
Scale 1" = 50' June 2021

Sheet 9 of 14

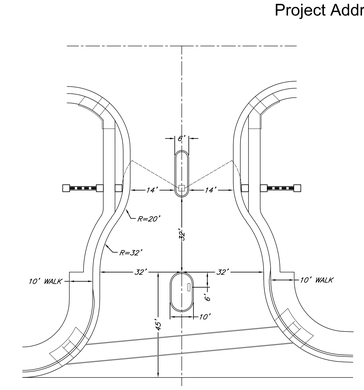
Project Address - 3871 Santucci Boulevard



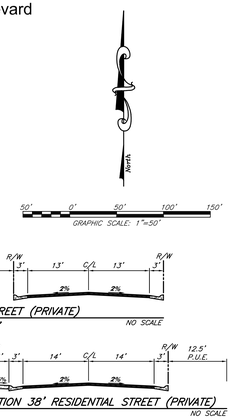
NOTES: LETTERED LOTS

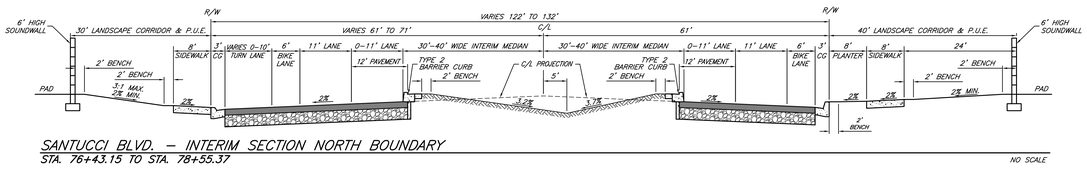
LOT A	PRIVATE STREET TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION
LOT B	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT C	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT D	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE

Tentative Subdivision Map - CO-20

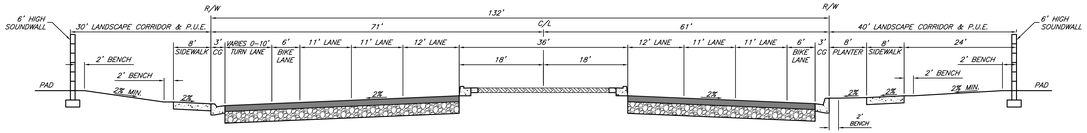


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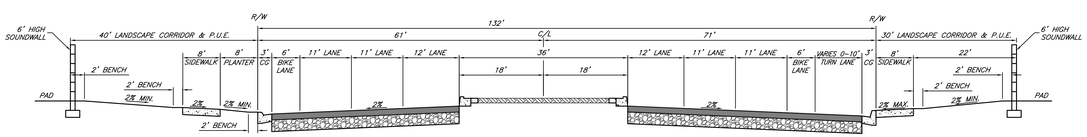




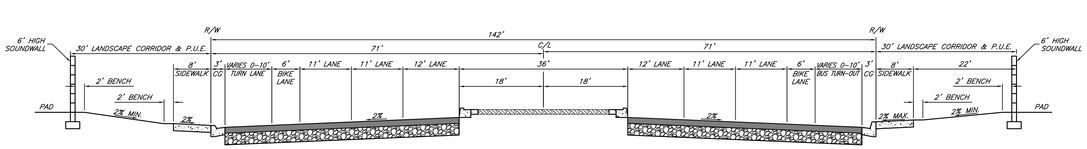
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STA. 76+43.15 TO STA. 78+55.37
NO SCALE



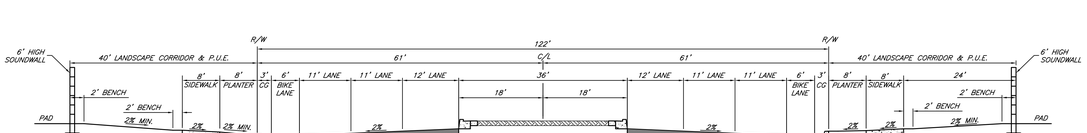
SANTUCCI BLVD. – TURN LANES LEFT
NO SCALE



SANTUCCI BLVD. – TURN LANES RIGHT
NO SCALE



SANTUCCI BLVD. – TURN LANES
NO SCALE



SANTUCCI BLVD.
NO SCALE

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JOB NO. 20-04-418

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

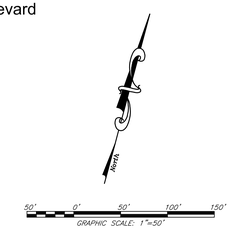
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

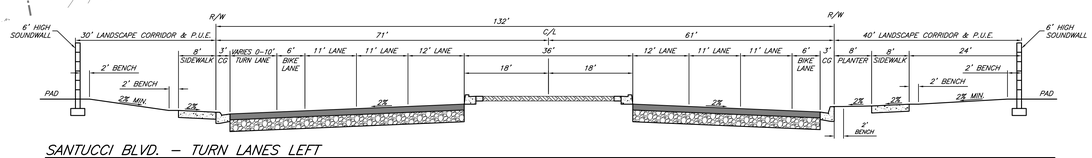
City of Roseville, State of California
Scale 1" = 50' June 2021

Sheet 11 of 14

Project Address - 3871 Santucci Boulevard

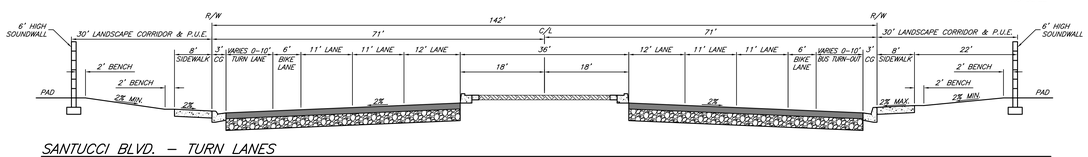






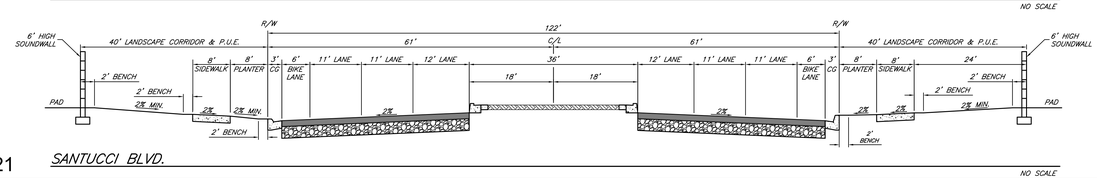
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NO SCALE



SANTUCCI BLVD. – TURN LANES

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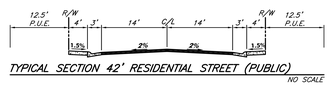


SANTUCCI BLVD.

NO SCALE

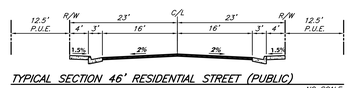
NOTES: LETTERED LOTS

LOT A	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT B	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT C	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE



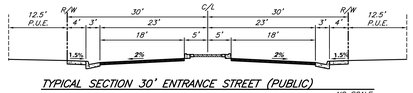
TYPICAL SECTION 42' RESIDENTIAL STREET (PUBLIC)

NO SCALE



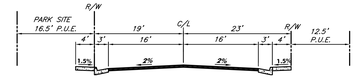
TYPICAL SECTION 46' RESIDENTIAL STREET (PUBLIC)

NO SCALE



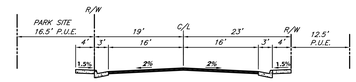
TYPICAL SECTION 30' ENTRANCE STREET (PUBLIC)

NO SCALE



STREET 'G' ADJACENT TO PARK (PUBLIC)

NO SCALE



STREET 'B', 'D' & 'E' ADJACENT TO PARK (PUBLIC)

NO SCALE

Tentative Subdivision Map - CO-21

JOB NO. 20404018

S:\BIMS\Jobs\2020 Jobs\20404018 Corley Property - Sierra Vista\Planning\20404018-TENT-MAP-SA-CONLET.dwg, SHT 11 - TENT - CO-21, 3/15/2021 10:59:28 AM, David Cobbs

PC EXHIBIT J

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

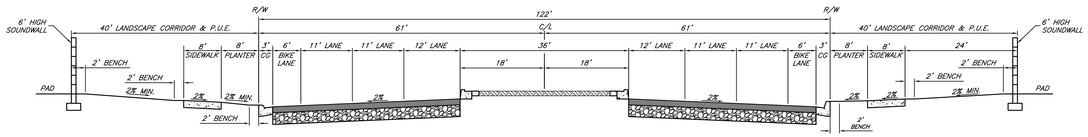
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville, State of California

Scale 1" = 50' June 2021

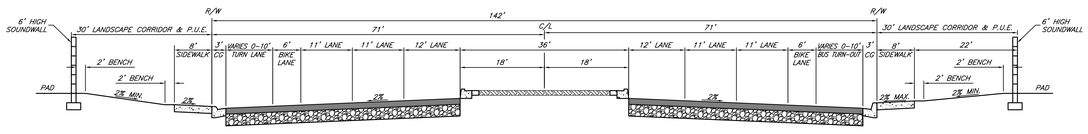
Sheet 13 of 14

Project Address - 3871 Santucci Boulevard



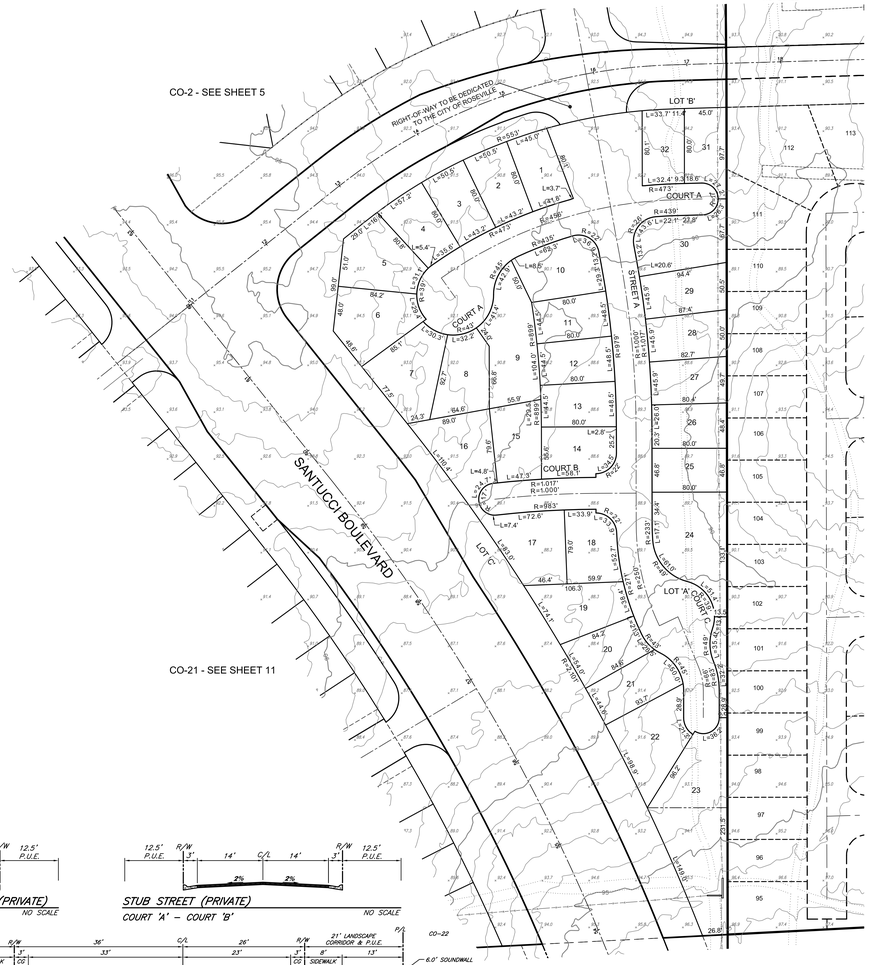
SANTUCCI BLVD.

NO SCALE

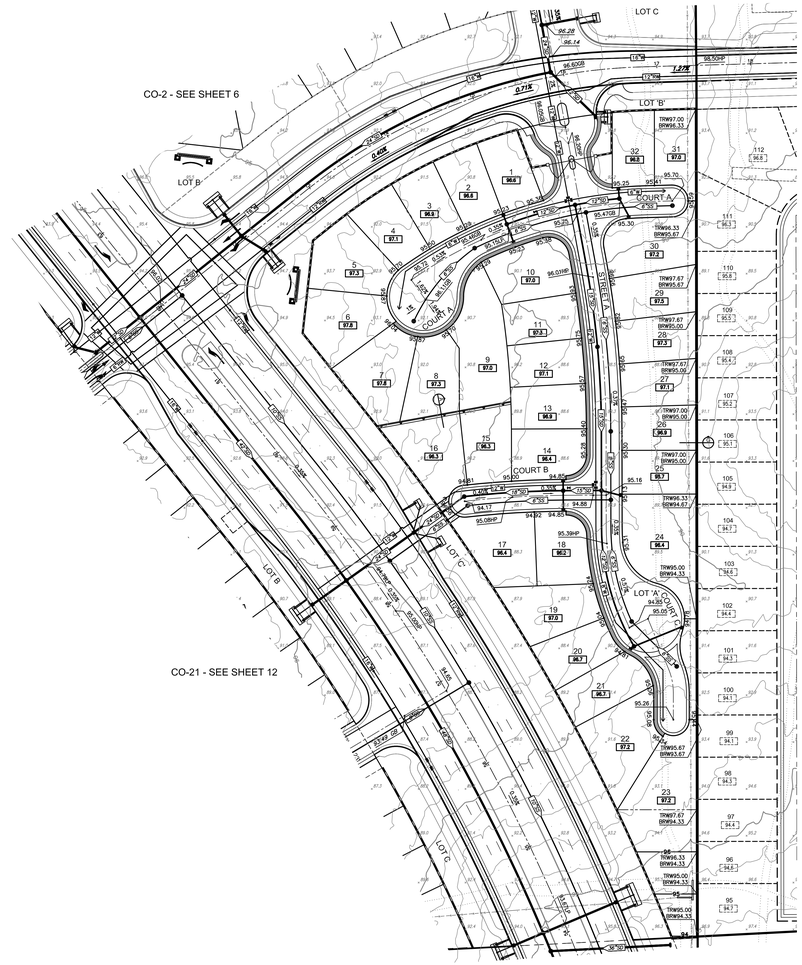


SANTUCCI BLVD. – TURN LANES

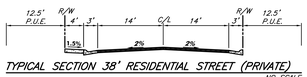
NO SCALE



Tentative Subdivision Map



Preliminary Grading and Utility Plan



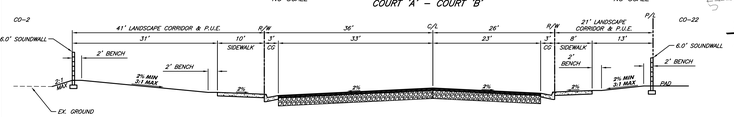
TYPICAL SECTION 38' RESIDENTIAL STREET (PRIVATE)

NO SCALE

STUB STREET (PRIVATE)

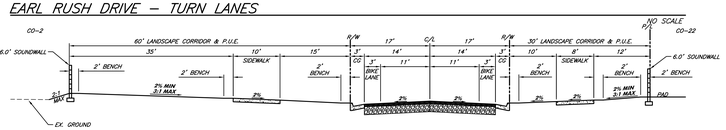
COURT 'A' – COURT 'B'

NO SCALE



EARL RUSH DRIVE – TURN LANES

NO SCALE

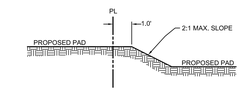


EARL RUSH DRIVE

NO SCALE

NOTES: LETTERED LOTS

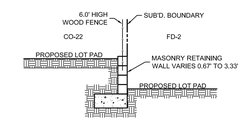
LOT A	PRIVATE STREET TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION
LOT B	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE
LOT C	PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE



SECTION A-A

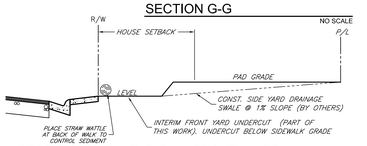
TYPICAL SECTION WHERE THERE IS A STEP BETWEEN PADS

NO SCALE



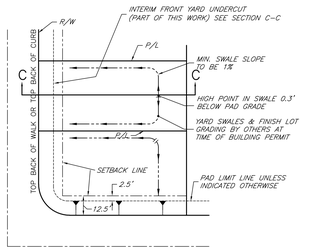
SECTION G-G

NO SCALE



SECTION C–C (TYPICAL FRONT YARD)

NO SCALE



TYPICAL LOT GRADING

NO SCALE

Tentative Subdivision Map and Preliminary Grading and Utility Plan - CO-22

S:\BIM\01 Jobs\2020 Jobs\20-04-018 Conley Property - Sierra Vista\Planning\Exhibits\19 TENT MAP\04 CONLEY.dwg, SHT 13 - TENT & PREL GRAD - CO-22, 3/10/2022 11:05:13 AM, David Cobbs

JOB NO: 20-04-018

PC EXHIBIT K

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

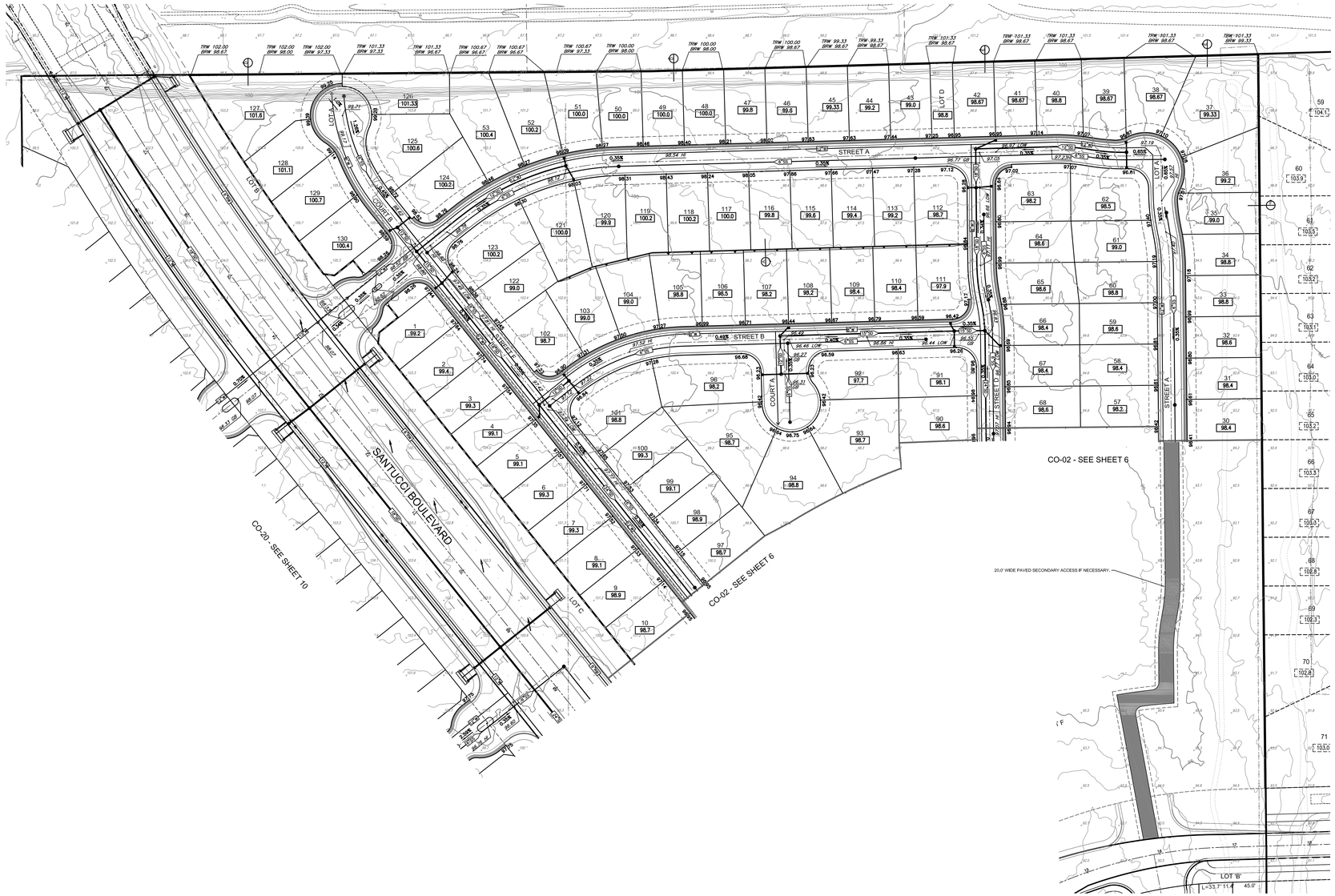
VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

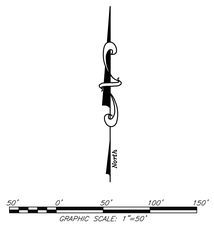
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

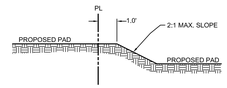
City of Roseville, State of California
Scale 1" = 50' June 2021

Sheet 4 of 14

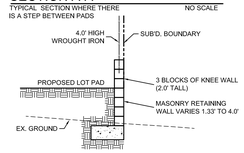
Project Address - 3871 Santucci Boulevard



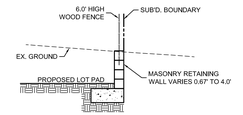




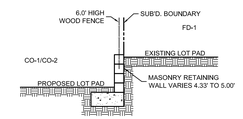
SECTION A-A
TYPICAL SECTION WHERE THERE IS A STEP BETWEEN PADS — NO SCALE



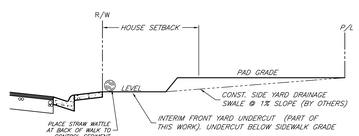
SECTION D-D
NO SCALE



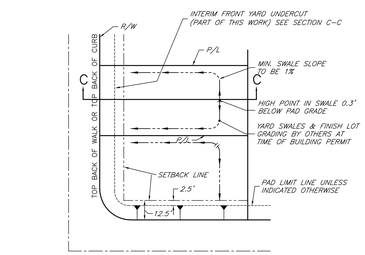
SECTION E-E
NO SCALE



SECTION F-F
NO SCALE



SECTION C-C (TYPICAL FRONT YARD)
NO SCALE



TYPICAL LOT GRADING
NO SCALE

Preliminary Grading and Utility Plan - CO-01

©WHEG 2020/2020 Job#20-04-018 Corey Property - Steve Hess\Planning\2004018 TENT MAP-ALA CIVIL\ET.dwg, SHT 4 - PREL GRAD - CO-01, 2/10/2020 10:26:05 AM, David Cobbs

JOB NO. 20-04-018

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

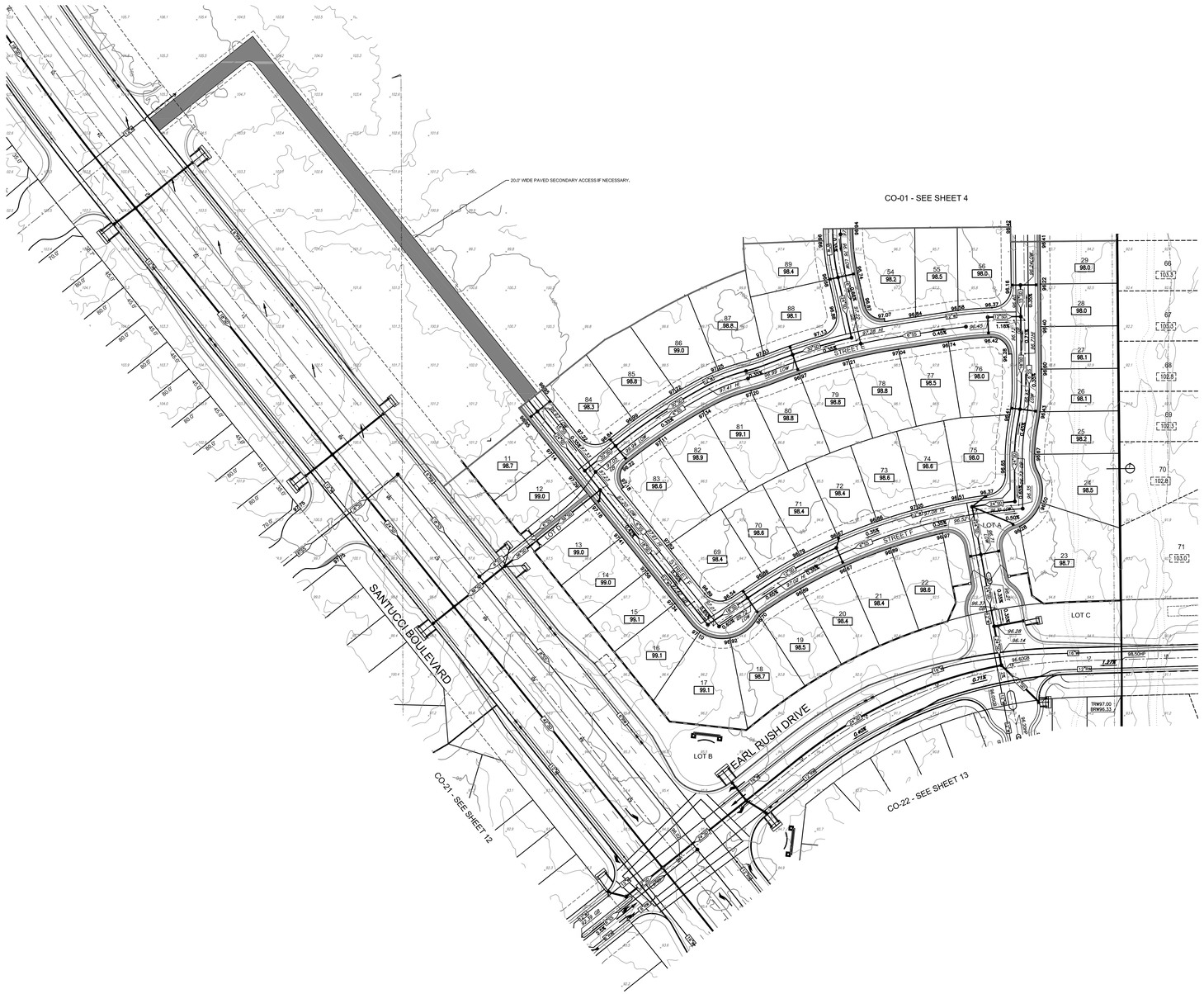
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

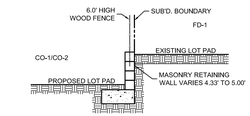
City of Roseville, State of California

Scale 1" = 50' June 2021

Sheet 6 of 14

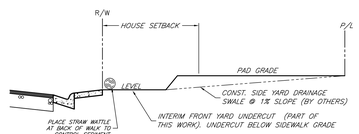
Project Address - 3871 Santucci Boulevard





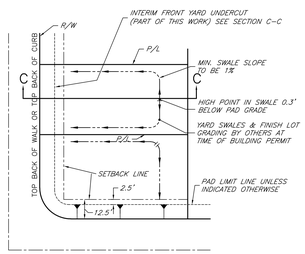
SECTION F-F

NO SCALE



SECTION C–C (TYPICAL FRONT YARD)

NO SCALE



TYPICAL LOT GRADING

NO SCALE

Preliminary Grading and Utility Plan - CO-02

©WHEG 2020/2020 Jobs\20-04-018 Corey Property - Steve Hess\Planning\20040118-TENT MAP-ALL-CONLEY.dwg, SHT 6 - PREL GRAD - CO-02, 2/15/2023 10:44:22 AM, David Cobbs

JOB NO. 20-04-018

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville,
Scale 1" = 50'

State of California
June 2021

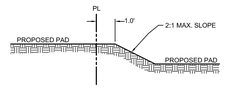
Sheet 8 of 14

Project Address - 3871 Santucci Boulevard

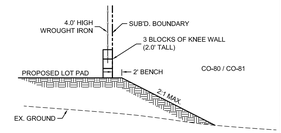


SEE SHEET 2 FOR STRIPING ON VISTA GRANDE BOULEVARD ALONG CO-3 FRONTAGE

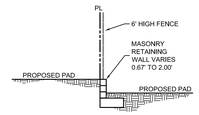




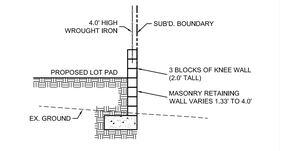
SECTION A-A
TYPICAL SECTION WHERE THERE IS A STEP BETWEEN PADS
NO SCALE



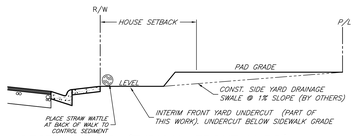
SECTION C-C
NO SCALE



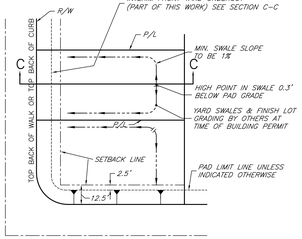
SECTION B-B
NO SCALE



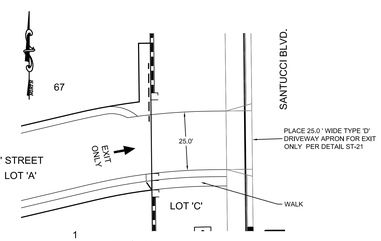
SECTION D-D
NO SCALE



SECTION C–C (TYPICAL FRONT YARD)
NO SCALE



TYPICAL LOT GRADING
NO SCALE



1
EXIT ONLY DETAIL
SCALE: 1" = 20'

Preliminary Grading and Utility Plan - CO-03

S:\BIRDS Jobs\2020 Jobs\20-0418 Corey Property - Steve Hess\Planning\20041819 TENT MAP-SUBDIVISION\ET dwg, Sht1 to PREL GRAD - CO-03, 3/15/2022 9:50:11 AM, David Cobbs

JOB NO. 20-04-418

PC EXHIBIT K

Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

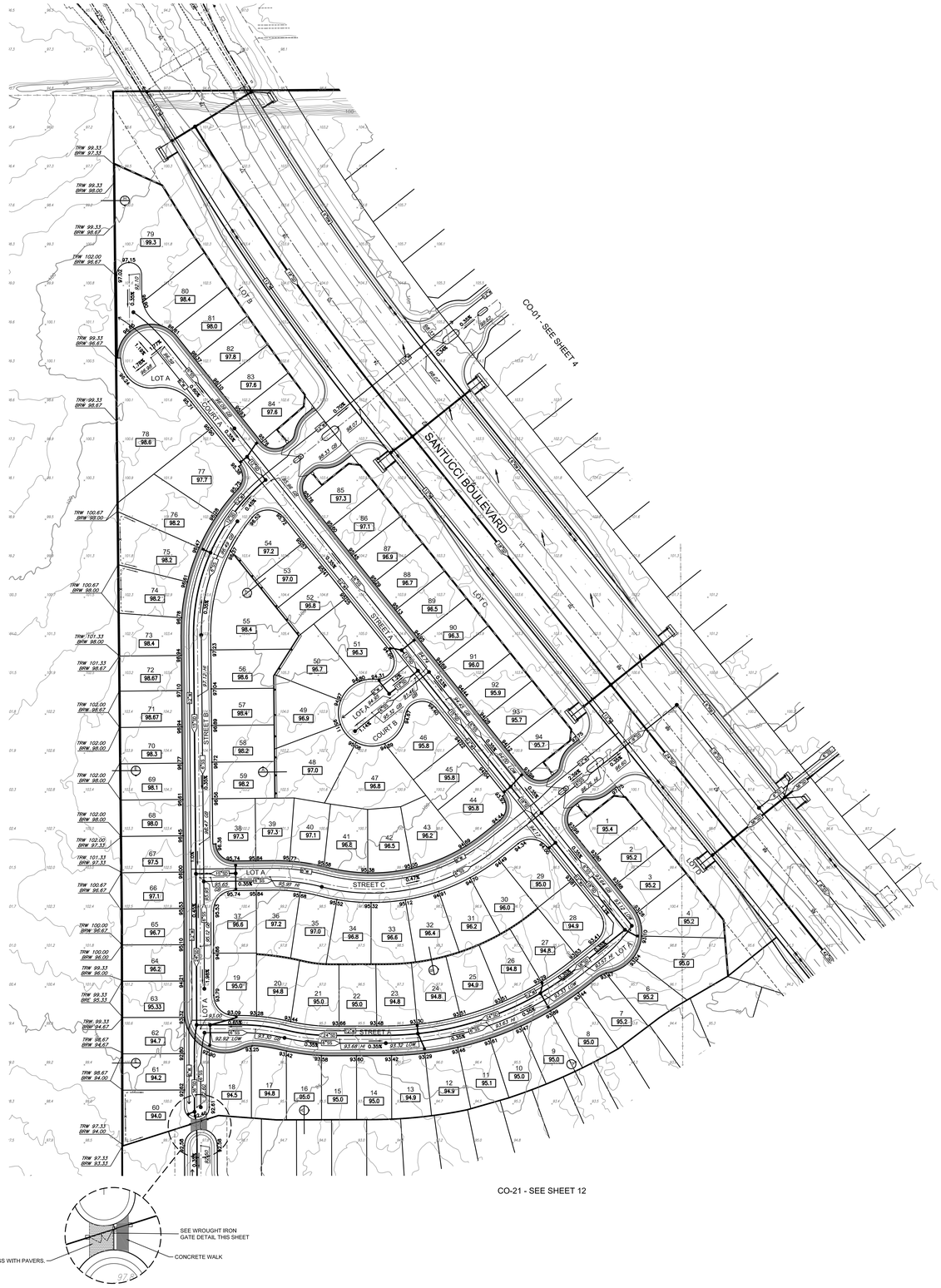
VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

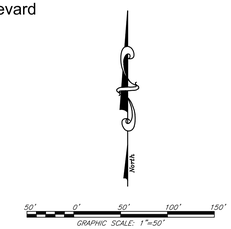
City of Roseville, State of California
Scale 1" = 50' June 2021

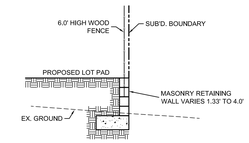
Sheet 10 of 14

Project Address - 3871 Santucci Boulevard

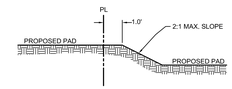


Preliminary Grading and Utility Plan - CO-20

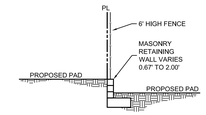




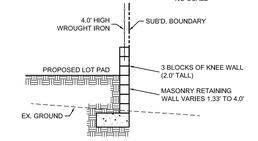
SECTION H-H
NO SCALE



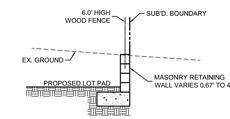
SECTION A-A
TYPICAL SECTION WHERE THERE IS A STEP BETWEEN PADS
NO SCALE



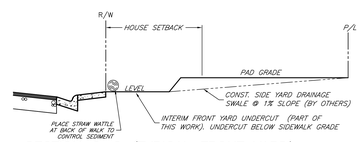
SECTION B-B
NO SCALE



SECTION D-D
NO SCALE

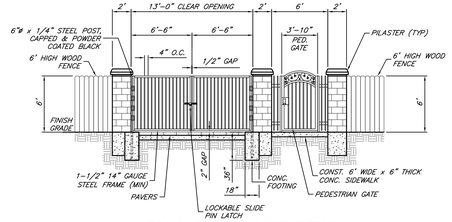


SECTION E-E
NO SCALE

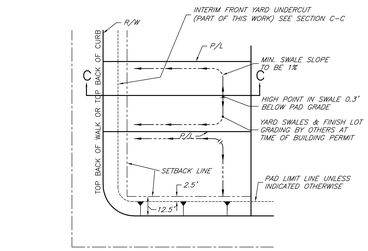


SECTION C–C (TYPICAL FRONT YARD)
NO SCALE

NOTES
1. ALL WELDS DONE IN THE FIELD MUST BE PRIMED W/ OIL BASED METAL PRIMERS AND RECEIVE A MINIMUM OF 2 COATS OF A RUST INHIBITED OIL BASED GLOSS COATING TO MATCH POWDER COATED FINISH.
2. ALL GATE FRAME PARTS TO BE TUBULAR STEEL, GRIND SMOOTH ALL WELDS.
3. ALL EXPOSED METAL SHALL HAVE BLACK POWDER COATED FINISH.



WROUGHT IRON GATE DETAIL
NOT TO SCALE



TYPICAL LOT GRADING
NO SCALE

JOB NO. 20-04-018

S:\BIRD\ Jobs\2020 Jobs\20-04-018 Conley Property - Sierra Vista\Planning\20040118 TENT MAP-04-CONLEY.dwg, SHT 10 - PREL GRAD - CO-20, 3/15/2022 10:04:46 AM, David Cobbs

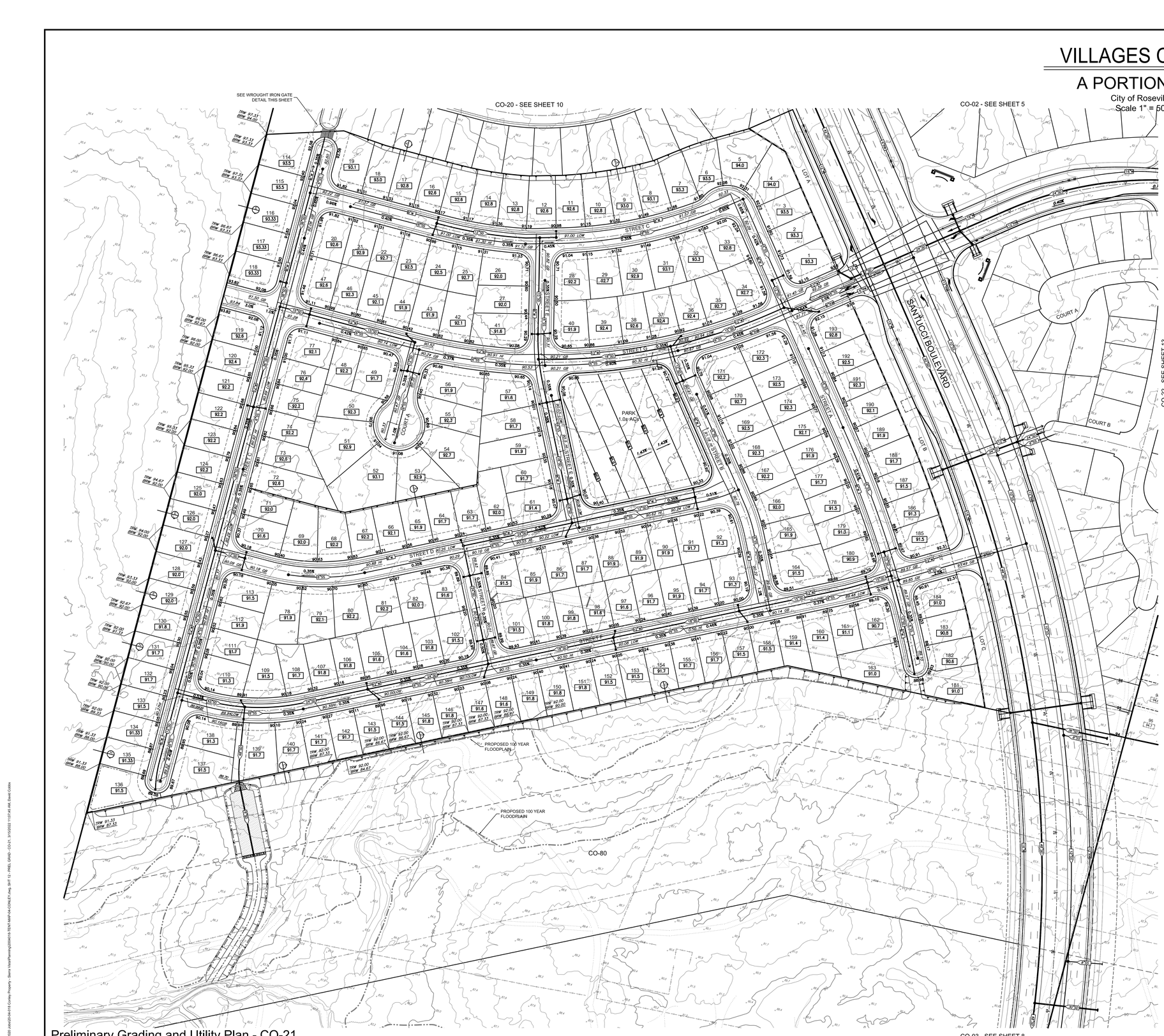
Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

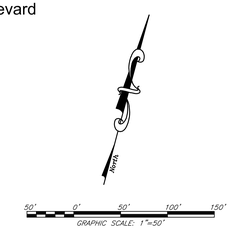
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville, State of California
Scale 1" = 50' June 2021

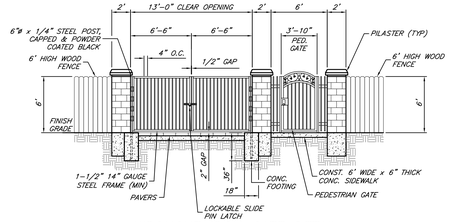
Project Address - 3871 Santucci Boulevard



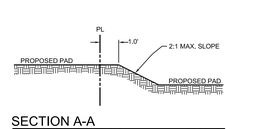
Preliminary Grading and Utility Plan - CO-21



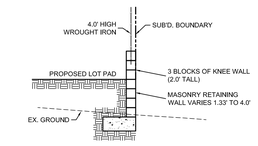
NOTES:
1. ALL WELDS DONE IN THE FIELD MUST BE PRIMED W/ OIL BASED METAL PRIMERS AND RECEIVE A MINIMUM OF 2 COATS OF A RUST INHIBITED OIL BASED GLOSS COATING TO MATCH POWDER COATED FINISH.
2. ALL GATE FRAME PARTS TO BE TUBULAR STEEL, GRIND SMOOTH ALL WELDS.
3. ALL EXPOSED METAL SHALL HAVE BLACK POWDER COATED FINISH.



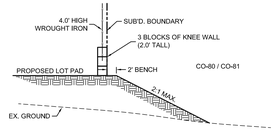
WROUGHT IRON GATE DETAIL
NOT TO SCALE



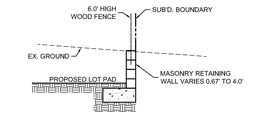
SECTION A-A
TYPICAL SECTION WHERE THERE IS A STEP BETWEEN PADS
NO SCALE



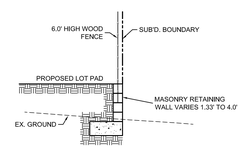
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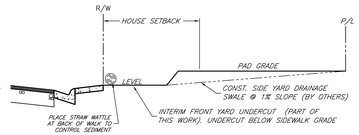
SECTION C-C
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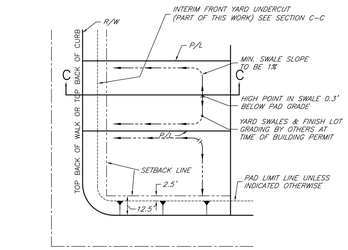
SECTION E-E
NO SCALE



SECTION H-H
NO SCALE



SECTION C–C (TYPICAL FRONT YARD)
NO SCALE



TYPICAL LOT GRADING
NO SCALE

JOB NO. 20-04-018

S:\BRES Jobs\2020 Jobs\20-04-018 Corley Property - Diane Hoyt\Planning\20Mar20 TENT MAP-04-CONLEY.dwg, SHT 12 - PREL GRAD - CO-21, 3/4/2022 11:07:40 AM, David Cobb

PC EXHIBIT L

UTILITY & INFRASTRUCTURE PHASING PLAN:

PHASE CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

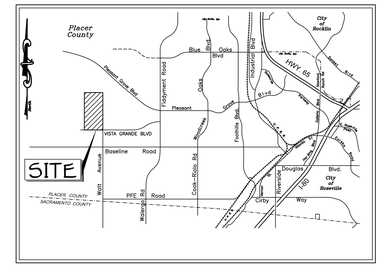
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

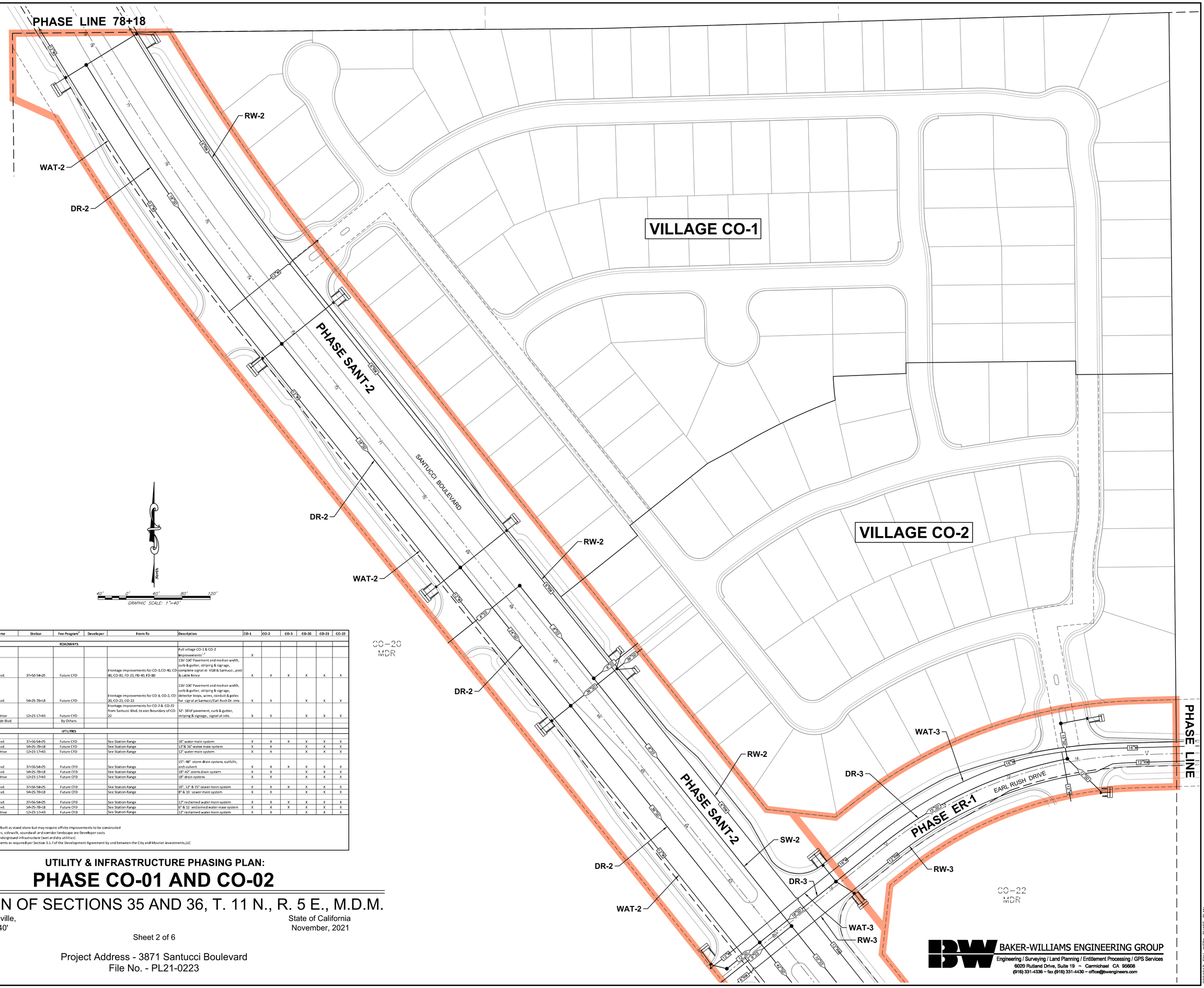
City of Roseville,
Scale 1" = 200'

State of California
November, 2021

Sheet 1 of 6

Project Address - 3871 Santucci Boulevard
File No. - PL21-0223


Placer County
Sacramento County
Placer County
City of Roseville
Blue Oaks Blvd
Foothills Blvd
HWY 65
Woodcreek Oaks Blvd
Hayward Road
Oaks Blvd
Pleasant
Fiddyment Road
Blue Oaks Blvd
Roseville Pkwy
Fairchild Drive
Creekside Ridge
Fairchild Drive
Woodcreek Oaks Blvd
Roseville Pkwy
Fiddyment Road
Fairchild Drive
Creekside Ridge



Element	Name	Station	Fee Program[3]	Developer	From-To	Description	CO-1	CO-2	CO-3	CO-20	CO-21	CO-22
			ROADWAYS									
						Full village CO-1 & CO-2 improvements[1,2]	X					
SAN.T-1	Santucci Blvd.	37+50-54+25	Future CFD		Frontage improvements for CO-3,CO-40, CO-80, CO-83, FD-23, FD-40, FD-80	116'-136' Pavement and median width, curb & gutter, striping & signage, complete signal at VGB & Santucci , post & cable fence	X	X	X	X	X	X
SAN.T-2	Santucci Blvd.	54+25-78+18	Future CFD		Frontage improvements for CO-1, CO-2, CO-20, CO-21, CO-22	116'-136' Pavement and median width, curb & gutter, striping & signage, detector loops, wires, conduit & poles for signal at Santucci/Earl Rush Dr. intx.	X	X		X	X	X
ER.1	Earl Rush Drive	12+23-17+43	Future CFD		Frontage improvements for CO-2 & CO-22 from Santucci Blvd. to east boundary of CO-22	32'- 56'of pavement, curb & gutter, striping & signage, signal at intx.	X	X		X	X	X
VGB-1	Vista Grande Blvd.		By Others									
			UTILITIES									
WAT-1	Santucci Blvd.	37+56-54+25	Future CFD		See Station Range	16" water main system	X	X	X	X	X	X
WAT-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	12" & 16" water main system	X	X		X	X	X
WAT-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	12" water main system	X	X		X	X	X
DR-1	Santucci Blvd.	37+56-54+25	Future CFD		See Station Range	15"- 48" storm drain system, outfalls, arch culvert	X	X	X	X	X	X
DR-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	18"-42" storm drain system	X	X		X	X	X
DR-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	18" drain system	X	X		X	X	X
SW-1	Santucci Blvd.	37+56-54+25	Future CFD		See Station Range	10", 12" & 15" sewer main system	X	X	X	X	X	X
SW-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	8" & 10 sewer main system	X	X		X	X	X
RW-1	Santucci Blvd.	37+56-54+25	Future CFD		See Station Range	12" reclaimed water main system	X	X	X	X	X	X
RW-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	6" & 12 reclaimed water main system	X	X	X	X	X	X
RW-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	12" reclaimed water main system	X	X		X	X	X

NOTES
1. All subdivisions can be built as stand alone but may require offsite improvements to be constructed
2. Pavement for turn flares, sidewalk, soundwall and corridor landscape are Developer costs
3. CFD roads include all underground infrastructure (wet and dry utilities)
4. Traffic signal improvements as required per Section 3.5.7 of the Development Agreement by and between the City and Mourier Investments,LLC

UTILITY & INFRASTRUCTURE PHASING PLAN:

PHASE CO-01 AND CO-02

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville, State of California
Scale 1" = 40' November, 2021

Sheet 2 of 6

Project Address - 3871 Santucci Boulevard
File No. - PL21-0223

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

S:\BWEG Jobs\2020 Jobs\20-044-016 Corley Property - Sierra Vista\Planning\20044016-EXH-INFRA-PHASE-PLAN.dwg, SHT2-CO-01-02, 11/23/2021 3:10:01 PM, David Cobbs

UTILITY & INFRASTRUCTURE PHASING PLAN:

PHASE CO-03

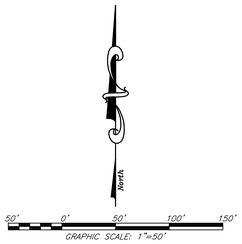
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville,
Scale 1" = 50'

State of California
November, 2021

Sheet 3 of 6

Project Address - 3871 Santucci Boulevard
File No. - PL21-0223



Element	Name	Station	Fee Program[3]	Developer	From-To	Description	CO-1	CO-2	CO-3	CO-20	CO-21	CO-22
ROADWAYS												
SANT-1	Santucci Blvd.	37+50-54+25	Future CFD		Frontage improvements for CO-3,CO-40, CO-80, CO-81, CO-FD-23,FD-40, FD-80	Full village CO-03 improvements[1,2] (16'-136' Pavement and median width, curb & gutter, striping & signage,complete signal for VGB & Santucci inte., post & cable fence	X	X	X	X	X	X
VGB-1	Vista Grande Blvd.		By Others									
UTILITIES												
WAT-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	16" water main system	X	X	X	X	X	X
DR-1	Santucci Blvd.	40+67-54+25	Future CFD		See Station Range	15"- 48" storm drain system, outfalls, arch culvert	X	X	X	X	X	X
SW-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	12" & 15" sewer main system	X	X	X	X	X	X
RW-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	12" reclaimed water main system	X	X	X	X	X	X

NOTES
1. All subdivisions can be built as stand alone but may require offsite improvements to be constructed
2. Pavement for turn flares, sidewalls, soundwall and corridor landscape are Developer costs
3. CFD roads include all underground infrastructure (wet and dry utilities)
4. Traffic signal improvements as required per Section 3.5.7 of the Development Agreement by and between the City and Mourier Investments,LLC

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(916) 331-4335 ~ fax (916) 331-4430 ~ office@bwengineers.com

S:\BWEO Jobs\2020 Jobs\20-04-018 Conley Property - Sierra Vista\Planning\200418 EXH INFRA-PHASE-PLAN.dwg, SHT3-CO-03, 11/23/2021 3:10:20 PM, David Cobbs

UTILITY & INFRASTRUCTURE PHASING PLAN:

PHASE CO-20

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville,
Scale 1" = 40'

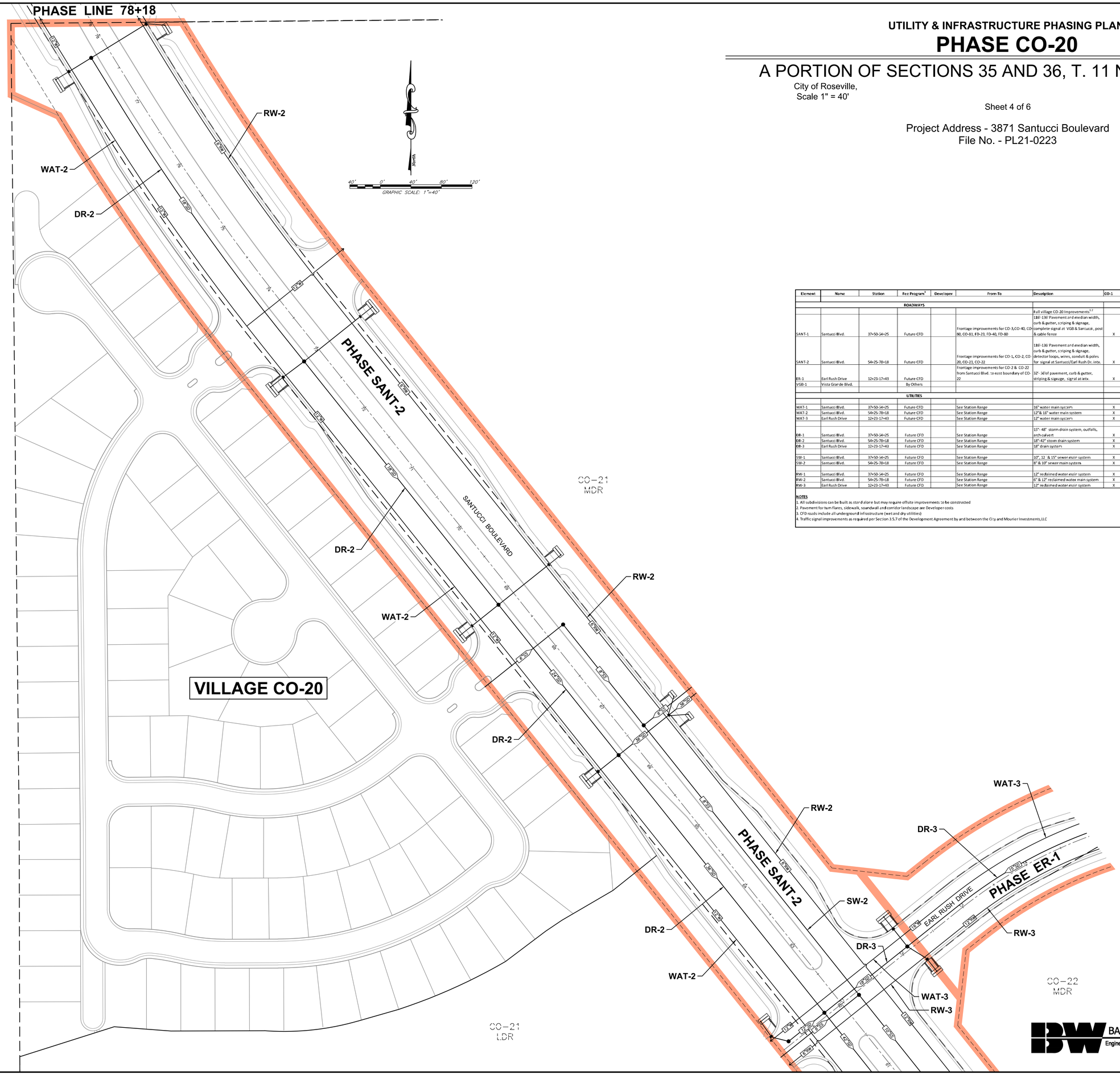
State of California
November, 2021

Sheet 4 of 6

Project Address - 3871 Santucci Boulevard
File No. - PL21-0223

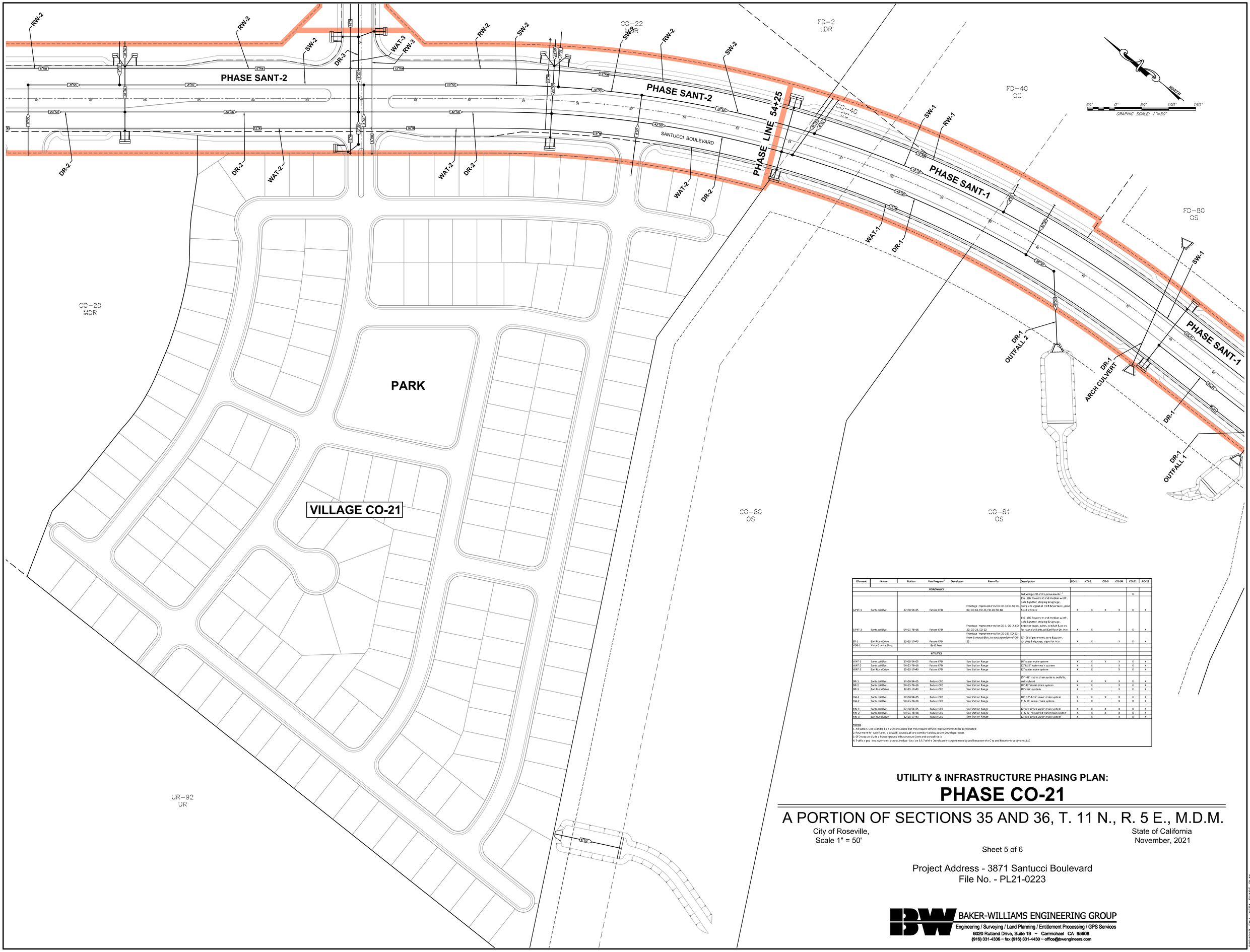
Element	Name	Station	Fee Program[1]	Developer	From-To	Description	CO-1	CO-2	CO-3	CO-20	CO-21	CO-22
				ROADWAYS								
						Full village CO-20 Improvements[1,2]				X		
SANT-1	Santucci Blvd.	37+50-54+25	Future CFD		Frontage improvements for CO-3,CO-40, CO-80, CO-83, FD-23, FD-40, FD-80	136'-136' Pavement ard median width, curb & gutter, scriping & skgnage, complete signal at VGB & Sancucci , post & cable fence	X	X	X	X	X	X
SANT-2	Santucci Blvd.	54+25-78+18	Future CFD		Frontage improvements for CO-1, CO-2, CO-20, CO-21, CO-22	136'-136' Pavement ard median width, curb & gutter, scriping & skgnage, detector loops, wires, conduit & poles for signal at Santucci/Earl Rush Dr. intx.	X	X		X	X	X
ER-1	Earl Rush Drive	12+23-17+43	Future CFD		Frontage improvements for CO-2 & CO-22 from Santucci Blvd. to east boundary of CO-22	32'- 56'of pavement, curb & gutter, striping & signage, signal at intx.	X	X		X	X	X
VGB-1	Vista Grande Blvd.		By Others									
				UTILITIES								
WAT-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	16" water main system	X	X		X	X	X
WAT-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	12"& 16" water main system	X	X		X	X	X
WAT-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	12" water main system	X	X		X	X	X
DR-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	15"- 48" storm drain system, outfalls, arch culvert	X	X	X	X	X	X
DR-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	18"-42" storm drain system	X	X		X	X	X
DR-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	18" drain system	X	X		X	X	X
SW-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	10", 12 & 15" sewer main system	X	X	X	X	X	X
SW-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	8" & 10" sewer main system	X	X		X	X	X
RW-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	12" reclaimed water main system	X	X	X	X	X	X
RW-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	6"-& 12" reclaimed water main system	X	X	X	X	X	X
RW-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	12" reclaimed water main system	X	X		X	X	X

NOTES
1. All subdivisions can be built as stand alone but may require offsite improvements to be constructed
2. Pavement for turn flares, sidewalk, soundwall and corridor landscape are Developer costs
3. CFD roads include all underground infrastructure (wet and dry utilities)
4. Traffic signal improvements as required per Section 3.5.7 of the Development Agreement by and between the City and Mourier Investments,LLC



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(916) 331-4336 – fax (916) 331-4430 ~ office@bwengineers.com

S:\BWEG Jobs\2020 Jobs\20-044 DR Corley Property - Sierra Vista\Planning\20044018-EXH-INFRA-PHASE-PLAN.dwg, SHT4-CO-20, 11/23/2021 1:10:38 PM, David Cobbs



Element	Name	Station	Fee Program[4]	Developer	Form To	Description	CO-1	CO-2	CO-3	CO-20	CO-21	CO-22
						ROADWAYS						
						Full village CO-21 improvements [1]					X	
SANT-1	Santucci Blvd.	37+50-54+25	Future CFD		Frontage improvements for CO-1, CO-2, CO-3, CO-20, FD-2, FD-40, FD-80	126-136' Pavement to 2nd median w/ curb, gutter, striping & signage. Some ethe signal at Vi ll & Santucci , pedestrian fence	X	X	X	X	X	X
SANT-2	Santucci Blvd.	54+25-78+18	Future CFD		Frontage improvements for CO-1, CO-2, CO-20, CO-21, CO-22	126-136' Pavement to 2nd median w/ curb, gutter, striping & signage. Detector loops, wires, conduit & pull box for signal at Santucci/Earl Rus h Dr. Inte.	X	X		X	X	X
ER-1	Earl Rus h Drive	32+23-37+43	Future CFD		Frontage improvements for CO-21& CO-22 from Santucci Blvd. to east boundary of CO-22	32'-56'-0" pavement, curb & gutter, striping & signage, signal at Inte.	X	X		X	X	X
VGB-1	Vista Grande Blvd.		By Others									
						UTILITIES						
WAT-1	Santucci Blvd.	37+50-54+25	Future CFD		See Strat or Range	16" water main system	X	X	X	X	X	X
WAT-2	Santucci Blvd.	54+25-78+18	Future CFD		See Strat or Range	12" & 16" water main systems	X	X		X	X	X
WAT-3	Earl Rus h Drive	32+23-37+43	Future CFD		See Strat or Range	12" water main system	X	X		X	X	X
DR-1	Santucci Blvd.	37+50-54+25	Future CFE		See Strat or Range	15"-48" storm drain systems, outfalls, and culvert	X	X	X	X	X	X
DR-2	Santucci Blvd.	54+25-78+18	Future CFE		See Strat or Range	18"-42" storm drain systems	X	X		X	X	X
DR-3	Earl Rus h Drive	32+23-37+43	Future CFE		See Strat or Range	18" drain system	X	X		X	X	X
SW-1	Santucci Blvd.	37+50-54+25	Future CFE		See Strat or Range	10", 12" & 15" sewer main system	X	X	X	X	X	X
SW-2	Santucci Blvd.	54+25-78+18	Future CFE		See Strat or Range	8", & 10" sewer main system	X	X		X	X	X
RW-1	Santucci Blvd.	37+50-54+25	Future CFE		See Strat or Range	12" rec aimed water main system	X	X	X	X	X	X
RW-2	Santucci Blvd.	54+25-78+18	Future CFE		See Strat or Range	8" & 12" reclaimed water main system	X	X		X	X	X
RW-3	Earl Rus h Drive	32+23-37+43	Future CFE		See Strat or Range	12" rec aimed water main system	X	X		X	X	X

NOTES
1. All subdivision s can be b ilt as stand-alone but may require offsite improvements to be co nstructed
2. Pavement for: turn lanes, t ic ewalk, soundwall an c combi c landscape are Developer costs
3. CFD may utilize bo nds to reimburse infrastructure (wet and dry utilities)
4. Traffic sig nal improvements as required per Sec tion 3.5.7 of the Development Agreement by and between the C ty and Mountain Investments, LLC

UTILITY & INFRASTRUCTURE PHASING PLAN:

PHASE CO-21

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

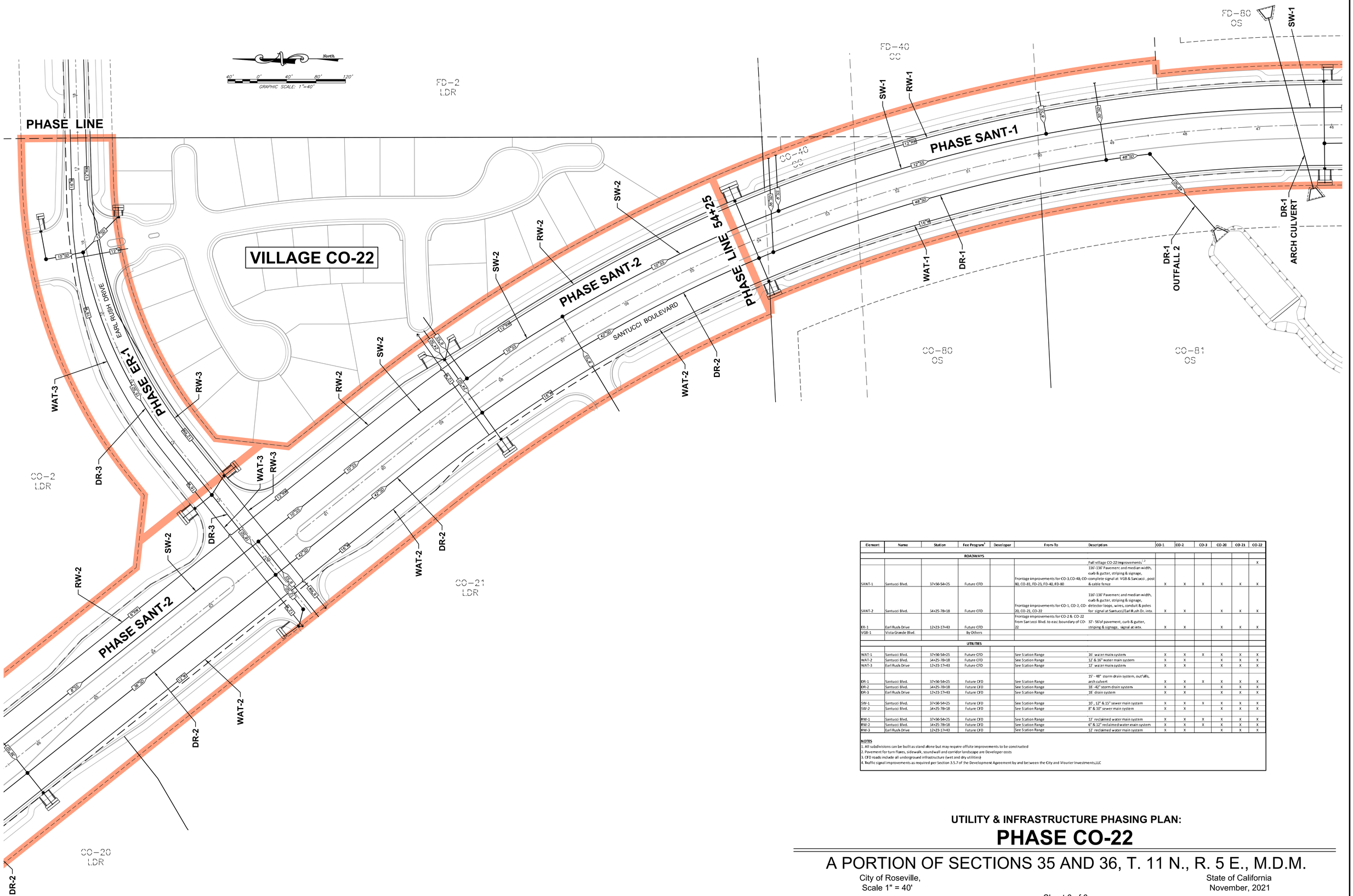
City of Roseville,
State of California
Scale 1" = 50'
November, 2021

Sheet 5 of 6

Project Address - 3871 Santucci Boulevard
File No. - PL21-0223

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
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S:\BWEG Jobs\2020 Jobs\20-044-01\5 Conley Property - Sierra Vista\Planning\20044018-EXH-INFRA-PHASE-PLAN.dwg, SHT5-CO-21, 11/23/2021 3:10:56 PM, David Cobbs



Element	Name	Station	Fee Program[3]	Developer	From-To	Description	CO-1	CO-2	CO-3	CO-20	CO-21	CO-22
ROADWAYS												
						Full village CO-22 improvements [1,2]						X
SANT-1	Santucci Blvd.	37+50-54+25	Future CFD		Frontage improvements for CO-3,CO-40, CO-80, CO-81, FD-23, FD-40, FD-80	116'-136' Pavement and median width, curb & gutter, striping & signage, complete signal at VGB & Santucci , post & cable fence	X	X	X	X	X	X
SANT-2	Santucci Blvd.	54+25-78+18	Future CFD		Frontage improvements for CO-1, CO-2, CO-20, CO-21, CO-22	116'-136' Pavement and median width, curb & gutter, striping & signage, detector loops, wires, conduit & poles for signal at Santucci/Earl Rush Dr. intx	X	X		X	X	X
ER-1	Earl Rush Drive	12+23-17+43	Future CFD		Frontage improvements for CO-2 & CO-22 from Santucci Blvd. to eas; boundary of CO-22	37'- 56'of pavement, curb & gutter, striping & signage, signal at intx.	X	X		X	X	X
VGB-1	Vista Grande Blvd.		By Others									
UTILITIES												
WAT-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	16" water main system	X	X	X	X	X	X
WAT-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	12" & 16" water main system	X	X		X	X	X
WAT-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	12" water main system	X	X		X	X	X
DR-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	15" - 48" storm drain system, outfalls, arch culvert	X	X	X	X	X	X
DR-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	18" -42" storm drain system	X	X		X	X	X
DR-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	18" drain system	X	X		X	X	X
SW-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	10" , 12" & 15" sewer main system	X	X	X	X	X	X
SW-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	8" & 10" sewer main system	X	X		X	X	X
RW-1	Santucci Blvd.	37+50-54+25	Future CFD		See Station Range	12" reclaimed water main system	X	X	X	X	X	X
RW-2	Santucci Blvd.	54+25-78+18	Future CFD		See Station Range	6" & 12" reclaimed water main system	X	X	X	X	X	X
RW-3	Earl Rush Drive	12+23-17+43	Future CFD		See Station Range	12" reclaimed water main system	X	X		X	X	X

NOTES

1. All subdivisions can be built as stand alone but may require offsite improvements to be constructed
2. Pavement for turn flares, sidewalk, soundwall and corridor landscape are Developer costs
3. CFD roads include all underground infrastructure (wet and dry utilities)
4. Traffic signal improvements as required per Section 3.5.7 of the Development Agreement by and between the City and Mourier Investments,LLC

UTILITY & INFRASTRUCTURE PHASING PLAN:

PHASE CO-22

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville,
Scale 1" = 40'

State of California
November, 2021

Sheet 6 of 6

Project Address - 3871 Santucci Boulevard
File No. - PL21-0223

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

S:\BWEO Jobs\2020 Jobs\20-04-018 Conley Property - Sierra Vista\Planning\20040018-EXH-INFRA-PHASE-PLAN.dwg, SHT6-CO-22, 11/23/2021 3:11:15 PM, David Cobbs

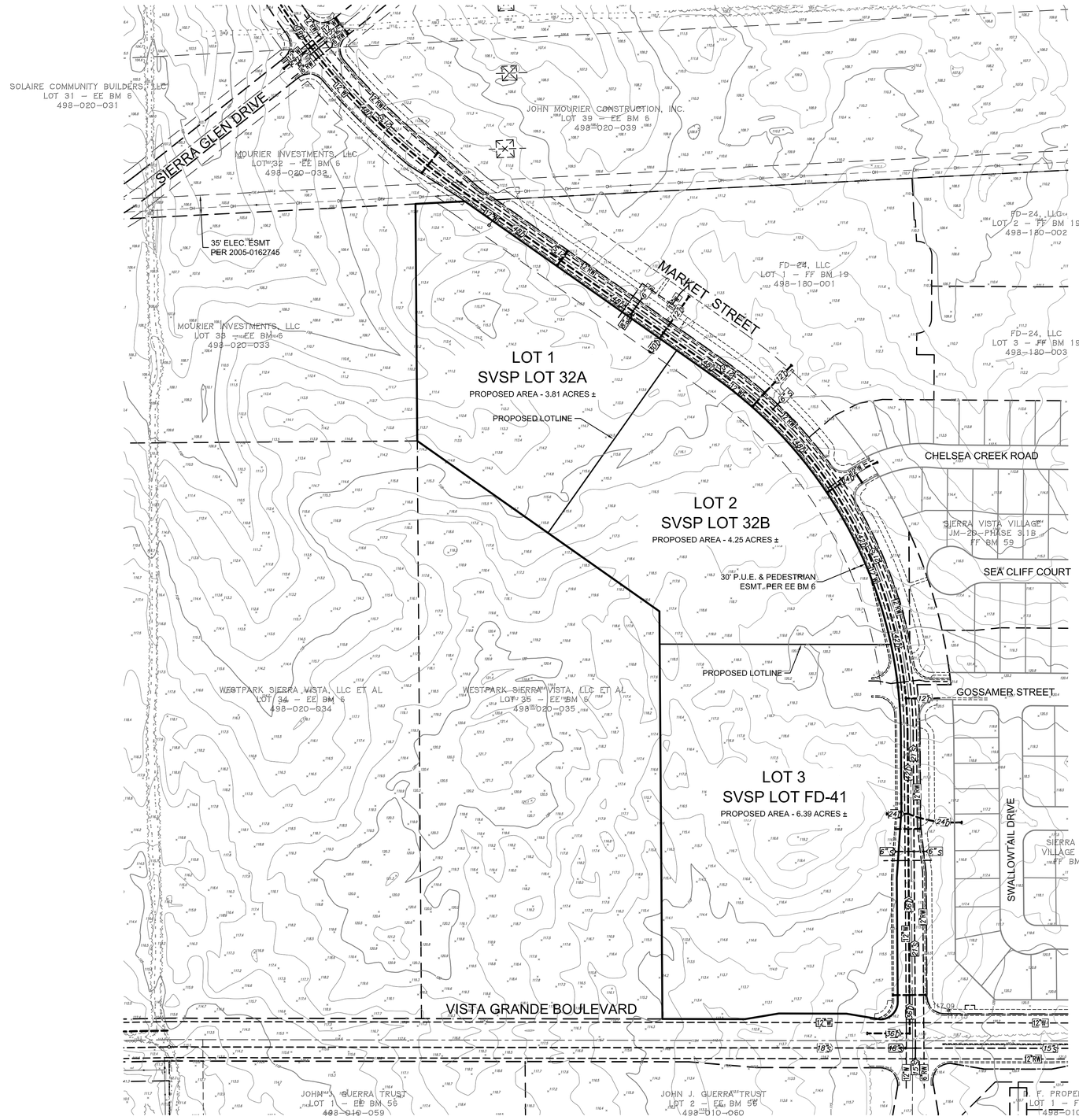
UTILITY PLAN

THE VILLAGES AT SIERRA VISTA

LOTS 36 AND 37 - EE BM 6

CITY OF ROSEVILLE, COUNTY OF PLACER,
STATE OF CALIFORNIA

AUGUST, 2021 SCALE 1" = 100'





VICINITY MAP

Not to Scale

Owner:
Mourier Investments, LLC.
1430 Blue Oaks Boulevard, Ste. 190
Roseville, CA 95678
PH. (916) 969-2842

Engineer:
Baker Williams Engineering Group
6020 Rutland Drive, Suite #19
Carmichael, CA 95608
Ph. (916) 331-4336
office@bwengineers.com

General Plan Designation
HDR - High Density Residential
CC - Community Commercial

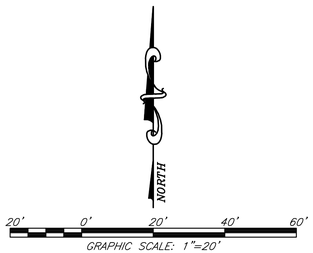
Existing Zoning:
R3
CC/MU

Proposed Zoning:
R3
CC

Existing Use:
Vacant

Proposed Use:
Vacant

Assessor's Parcel Nos.
498-020-036 and 037



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2006022-TENT PARCEL MAP

S:\BWEG Jobs\2020 Jobs\20-06-022 Sierra Vista Lots FD-32 and FD-41\Planning\20060222-TENT PARCEL MAP.dwg, UTIL PLAN, 12/7/2021 3:54:46 PM, David Cobbs

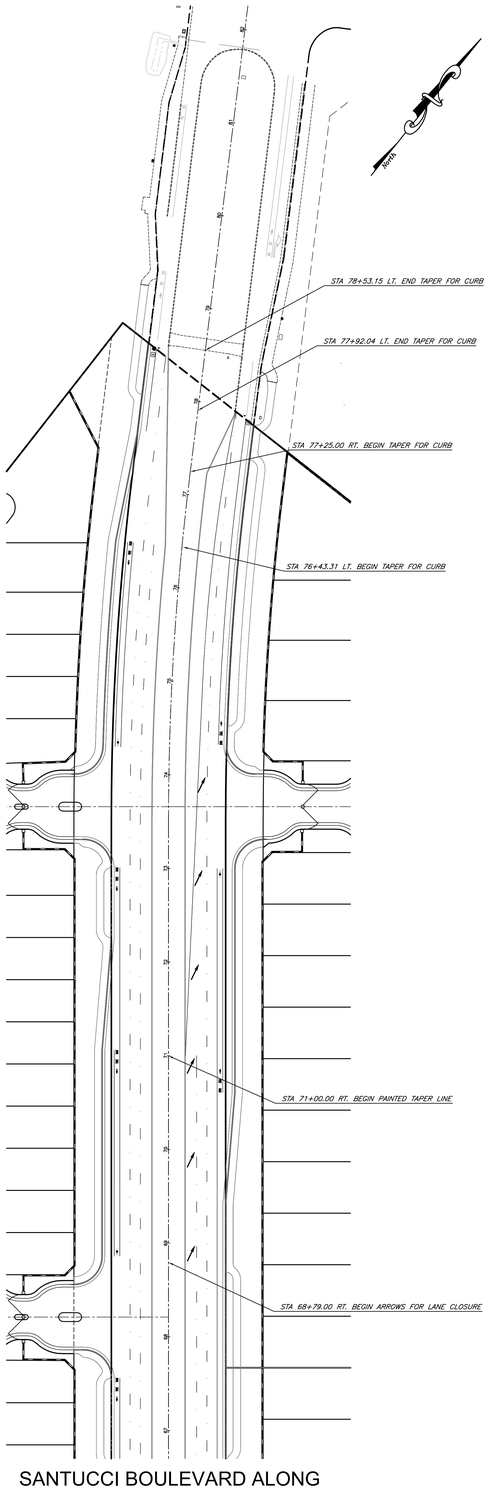
Tentative Subdivision Map No. 4 of The Villages at Sierra Vista:

VILLAGES CO-01, CO-02, CO-03, CO-20, CO-21 AND CO-22

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville, State of California
Scale: 1" = 50' June 2021

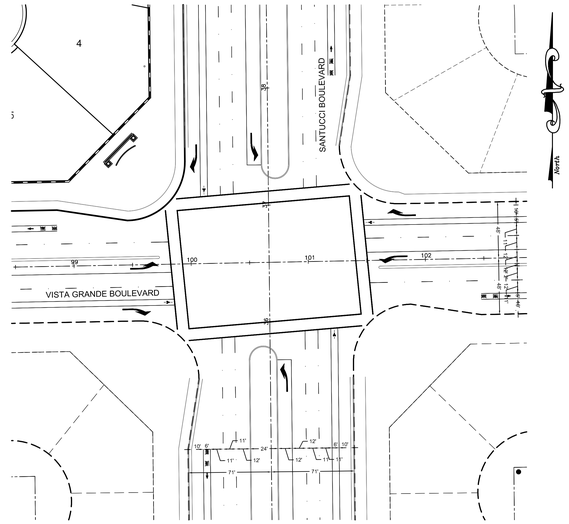
Project Address - 3871 Santucci Boulevard



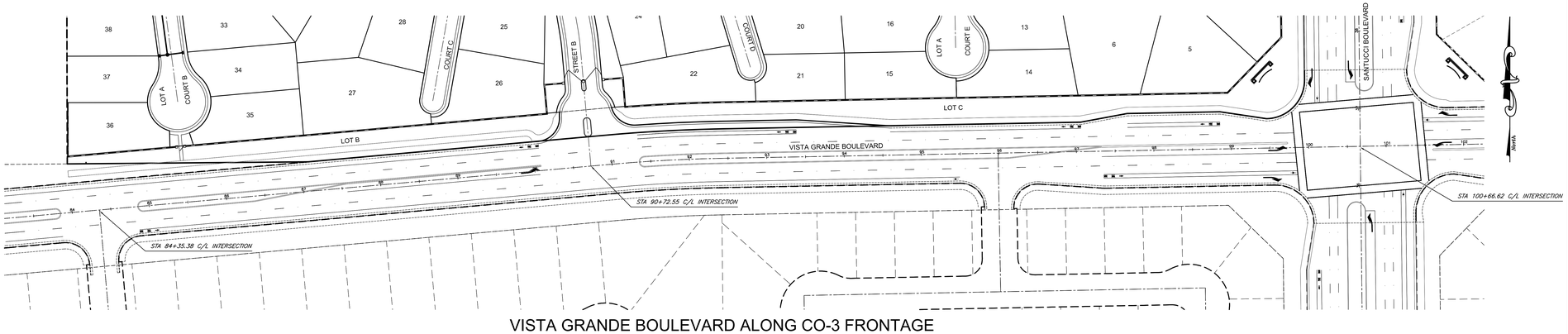
SANTUCCI BOULEVARD ALONG
CO-1 AND CO-20 FRONTAGE



EARL RUSH DRIVE AND SANTUCCI BOULEVARD



VISTA GRANDE BOULEVARD AND SANTUCCI BOULEVARD



VISTA GRANDE BOULEVARD ALONG CO-3 FRONTAGE

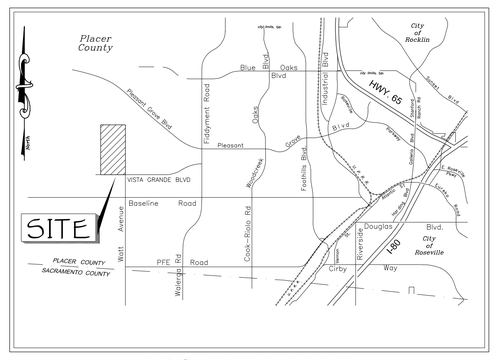
Street Intersection Details

S:\EMRS Jobs\2020 Jobs\20-044-01 Corley Property - Sierra Vista\Planning\Exhibits\TENTMAP-SUBDNLOT1.dwg, SHT 2 - DETAILS, 3/1/2022 10:33:27 AM, David Cobb

PC EXHIBIT M

FENCE EXHIBIT FOR
JMC TM-4

A PORTION OF SECTIONS 35 AND 36,
T. 11 N., R. 5 E., M.D.M.
3871 SANTUCCI OULEVARD
CITY OF ROSEVILLE, CALIFORNIA
NOVEMBER 3, 2021



VICINITY MAP

017-150-023
WESTPARK
S.V. 400, LLC

017-150-019
WESTPARK
S.V. 400, LLC

017-150-025
WESTPARK
S.V. 400, LLC

VILLAGE CO-1

VILLAGE CO-20

VILLAGE CO-2

VILLAGE CO-22

VILLAGE CO-21

VILLAGE CO3

017-150-034
CHAN

FD-1
LDR
19.7± AC

FD-2
LDR
17.1± AC

FD-40
CC
7.5± AC

FD-63
PQP
2.8± AC

FD-80
OS
5.7± AC

CO-80
OS
14.2± AC

CO-81
OS
22.9± AC

FD-23
MDR
16.3± AC

KT-1B
LDR
20.4± AC

KT-20
MDR
22.5± AC

SANTUCCI BOULEVARD

LOT A
LOT B
LOT C
LOT D

EARL RUSH DRIVE

VISTA GRANDE BOULEVARD

PARK

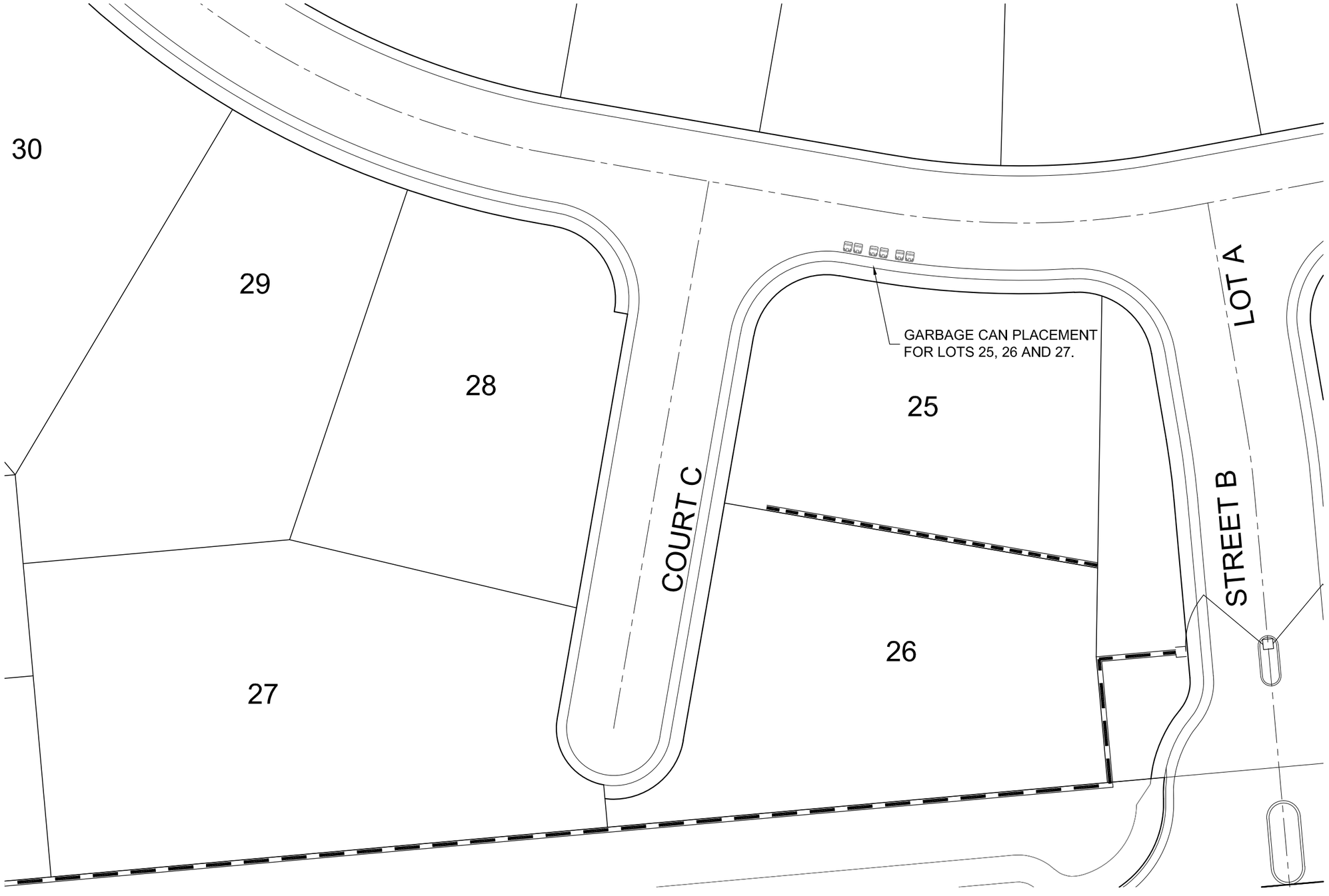
LEGEND:

- GOOD NEIGHBOR WOOD FENCE
- MASONRY WALL
- TUBULAR STEEL FENCE ON KNEE WALL
- * PEDESTRIAN GATE

JMC HOMES
JOHN MOURIER CONSTRUCTION INC.
1430 Blue Oaks Blvd. Ste 190
Roseville, Ca 95747-7143
Office: 916-782-8879 Fax: 916-960-5322
CALIFORNIA LIC. 613004 B

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

S:\BWEG Jobs\2020 Jobs\20-04-018 Conley Property - Sierra Vista\Planning\2004018-EXH-TM4-FENCE-PLAN.dwg, EXH, 1/20/2022 12:14:38 PM, David Cobbs



REFUSE PICKUP EXHIBIT

CONLEY PROPERTY

PL21-0223

SACRAMENTO COUNTY, CALIFORNIA

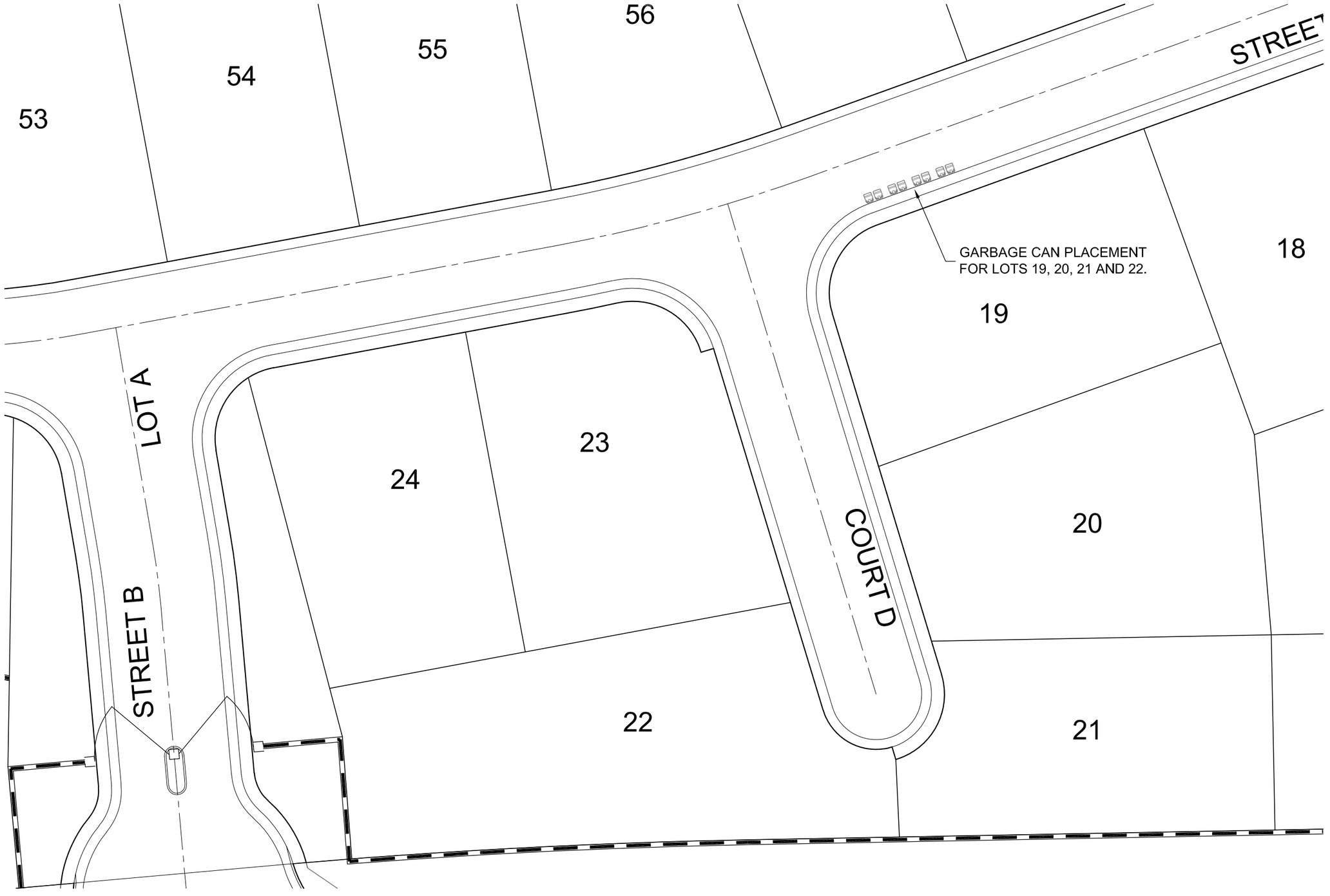
SCALE: 1" = 30'

JOB #: 20-04-018

DATE: NOV., 2021

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(916) 331-4338 ~ fax (916) 331-4430 ~ office@bwengineers.com

CO-03



REFUSE PICKUP EXHIBIT

CONLEY PROPERTY

PL21-0223

SACRAMENTO COUNTY, CALIFORNIA

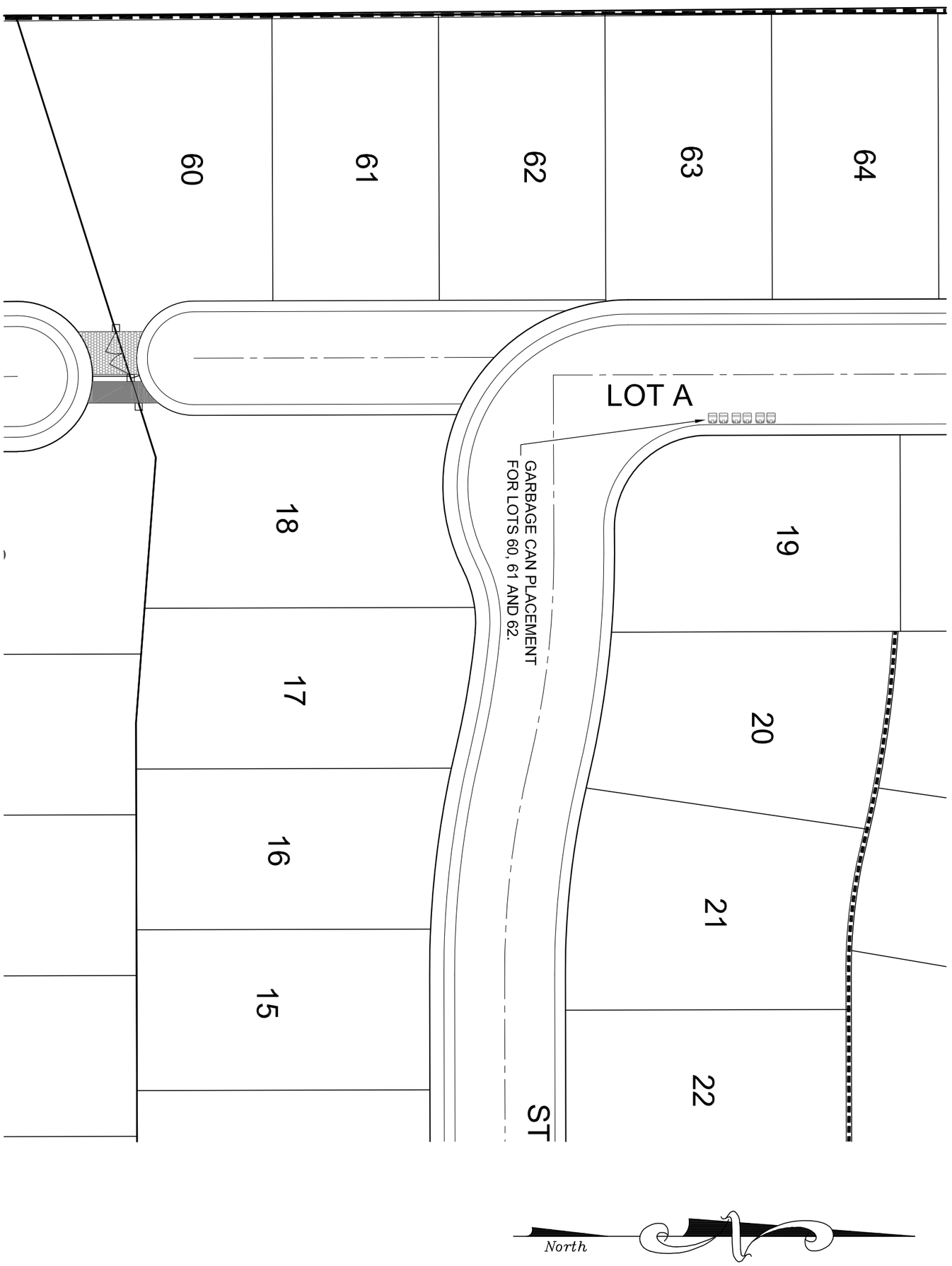
SCALE: 1" = 30'

JOB #: 20-04-018

DATE: NOV., 2021

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CO-03

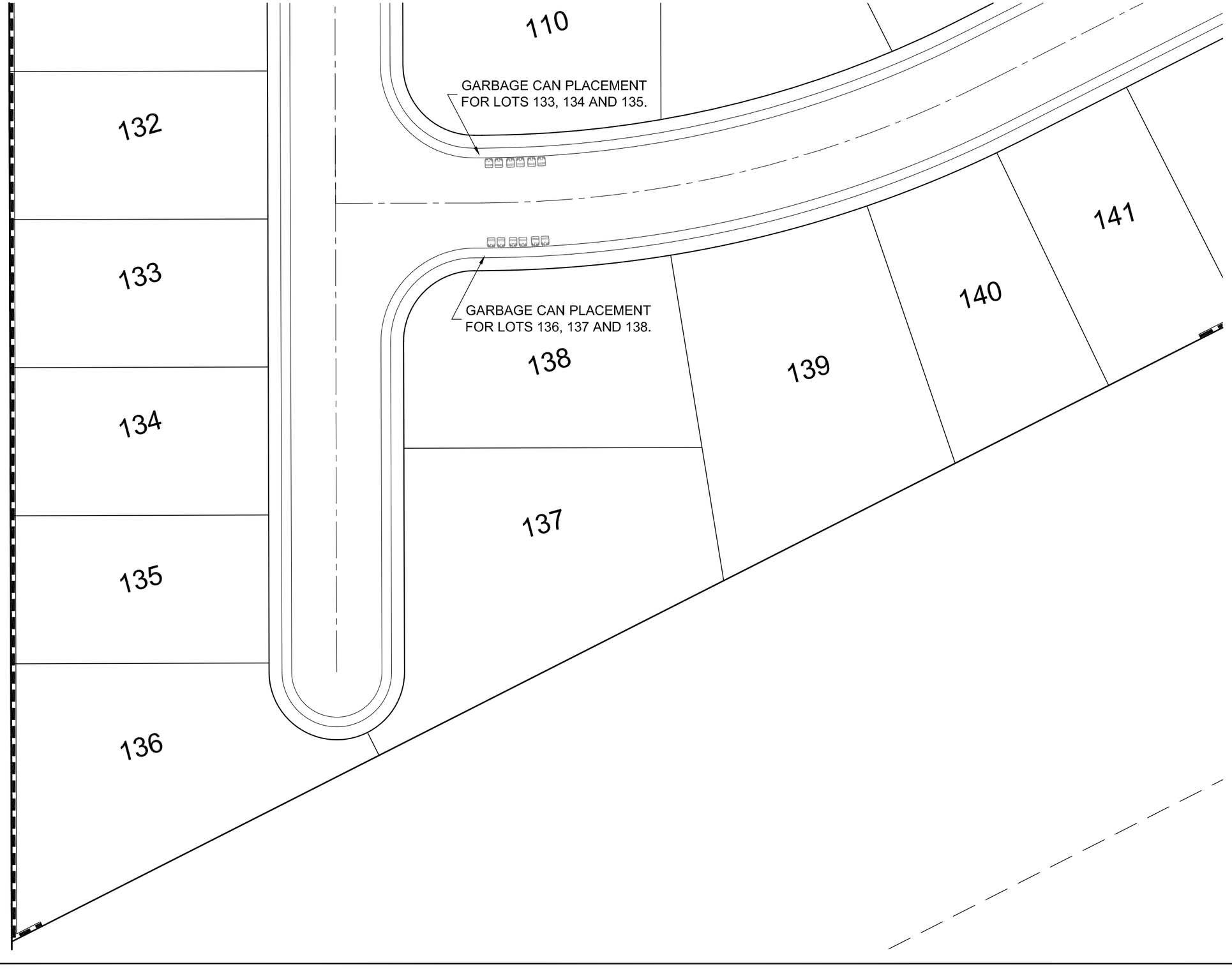


CO-20

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1" = 30'
JOB #: 20-04-018
DATE: NOV., 2021

REFUSE PICKUP EXHIBIT
CONLEY PROPERTY
PL21-0223
SACRAMENTO COUNTY , CALIFORNIA



REFUSE PICKUP EXHIBIT

CONLEY PROPERTY

PL21-0223

SACRAMENTO COUNTY, CALIFORNIA

SCALE: 1" = 30'

JOB #: 20-04-018

DATE: NOV., 2021

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608
(916) 331-8335 ~ fax (916) 331-8430 ~ office@bwengineers.com

CO-21

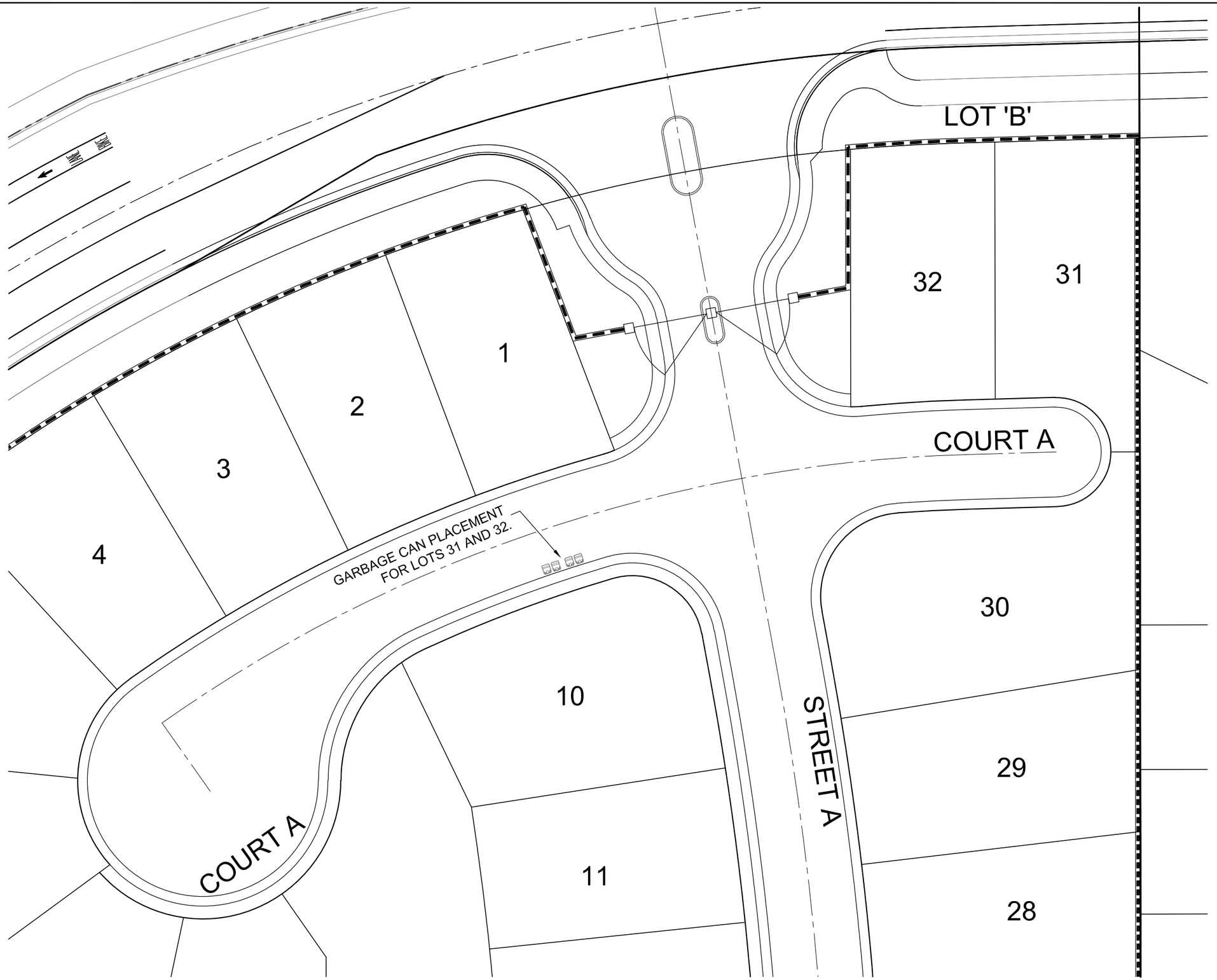


CO-21

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1" = 30'
JOB #: 20-04-018
DATE: NOV., 2021

REFUSE PICKUP EXHIBIT
CONLEY PROPERTY
PL21-0223
SACRAMENTO COUNTY , CALIFORNIA



REFUSE PICKUP EXHIBIT

CONLEY PROPERTY

PL21-0223

SACRAMENTO COUNTY, CALIFORNIA

SCALE: 1" = 30'

JOB #: 20-04-018

DATE: NOV., 2021

BAKER-WILLIAMS ENGINEERING GROUP
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6020 Ruland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-1336 ~ fax (916) 331-1430 ~ office@bwengineers.com

CO-22

SVSP JMC Subdivision; CO-20, CO-21 & CO-22

DEVELOPMENT FEATURE	PROPOSED
Lot Size (minimum)	
Area, Interior Lot	2,600 sf
Area, Corner Lot	2,900 sf
Width, Interior Lot	38 ft minimum
Width, Corner Lot	44 ft.
Permitted Density (maximum per lot)	
Residential Density	1 dwelling; 1 second unit
Setbacks (minimum)	
Front Yard Setback	12.5 ft. to living space/porch; 18' min. driveway depth with roll up garage door
Side Yard Setback	4 ft. interior lot, 12.5 ft. – street side of corner lot
Rear Yard Setback	10 ft.
Coverage (maximum)	
Site Coverage	None & no minimum useable open space required
Height (maximum)	
Height	35 ft.

Other Provisions	Proposed
Front Yard Stagger	None required, but optional per unit design
2nd story wall separation	8 ft.
Two Story Mix	No limit
Stagger for 3rd Car Garage	2 ft. feet between third car bay and two car garage
Additional Design Standards	
Street facing elevations shall have a single-story element or enhanced treatment with grid and trim at windows and incorporation of decorative trim details and variation of colors similar to the front elevation on the two-story elements.	
The front façade shall incorporate a minimum of two building façade element breaks with varied depth. Two story homes to have a variety of one- and two-story components. All two-story homes shall incorporate a covered porch element of at least 50 sf or a covered single-story entry with single story living space at the front of the home.	
The exterior building materials shall include: • A minimum of three elevations per plan with at least one elevation style to be other than stucco; • Each elevation to have distinct design elements such as column style, siding, masonry, architectural details, roofing, etc; • All homes to be finished consistent with the approved colors and materials board with at least three paint colors; body, ~~shadow~~, trim and accent; and • All windows, openings and gable vents to have trim appropriate to the architecture.	
Adjacent lots shall have different plans or elevations.	
All lots to have enhanced landscaping as shown on the approved landscape plan.	
At least 40% of the two-story homes shall include a front porch.	

PC EXHIBIT O

SIERRA VISTA DEVELOPMENT STANDARDS

CO-20, CO-21, CO-22

Setbacks

- Front: 12.5 ft front; 18 ft driveway depth with roll-up door
- Sides: 4 ft interior; 12.5 ft street side on corner
- Rear: 10 ft min for single story portion of home
  15 ft min for second story portion of home

Coverage

None.

Street Facing Enhancements

- Window and door trim on all sides of home.
- Enhanced side and/or rear elevations when facing a street or open space (see attached photos)

Front Façade

Minimum 2 building façade element breaks with varied depth on two story homes. Two story homes to have a variety of one and two story components along with a variety of large and smaller covered porches.

Exterior Building Materials

Minimum 3 elevations per plan. Min of one elevation style to be other than stucco.

Each elevation to have distinct design elements such as column style, siding, masonry, architectural details, roofing etc… per attached plans.

All homes to be finished consistent w/ attached colors and materials palette.

All windows, openings and gable vents to have trim appropriate to the architecture.

Lot Repetition

Adjacent lots must have different plans or elevations.

Garage Roll-up Door

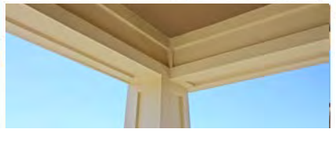
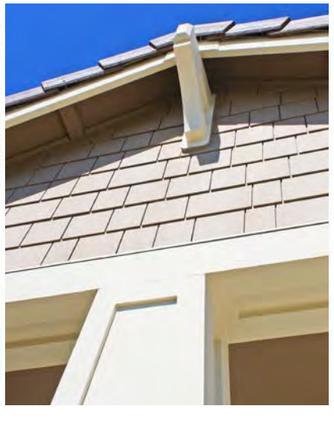
Garage door to have windows.











Varied Elevation Elements

- Combined One and Two-story elements



Materials - A Variety of Colors & Textures

Garage Doors



Architecture– Warm… Traditional… Timeless

Farmhouse



Cottage



Villa



ROOFING MATERIAL



GAF ROOFING: TIMBERLINE CHARCOAL



GAF ROOFING: TIMBERLINE SHAKEWOOD



GAF ROOFING: TIMBERLINE WEATHERED WOOD

ELEVATION “A” STONE VENEER



ELDORADO STONE:
TUNDRA BRICK - CHALK DUST



CORONADO STONE:
SAWTOOTH LEDGE NORTHLAND

ELEVATION “B ” STONE VENEER



CORONADO STONE:
QUICK STACK SIOUX FALLS



CORONADO STONE:
HONEY LEDGE PALOMINO

ELEVATION “C” STONE VENEER



CORONADO STONE:
MOUNTAIN LEDGE GRAY
QUARTZITE



CORONADO STONE:
IDAHO DRYSTACK ANTIQUE BUFF

MATERIAL PALETTE

JMC HOMES
JOHN MOURIER CONSTRUCTION INC.
Roseville, California

A Elevations

1

STUCCO BODY & GARAGE DOOR:
SW 7006 EXTRA WHITE

TRIM / GABLE CORBELS:
SW 7006 EXTRA WHITE

ENTRY DOOR, SHUTTERS, GUTTER FASCIA, BARGE BOARDS, PORCH POSTS & PORCH CORBELS:
SW 7076 CYBERSPACE

2

STUCCO BODY & GARAGE DOOR:
SW 7005 PURE WHITE

TRIM / GABLE CORBELS, GUTTER FASCIA & BARGE BOARDS
SW 7005 PURE WHITE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS:
SW 7600 BOLERO

3

STUCCO BODY & GARAGE DOOR:
SW 7649 SILVERPLATE

TRIM / GABLE CORBELS
SW 7004 SNOWBOUND

ENTRY DOOR, SHUTTERS, GUTTER FASCIA, BARGE BOARDS, PORCH POSTS & PORCH CORBELS:
SW 7076 CYBERSPACE

4

STUCCO BODY & GARAGE DOOR:
SW 7005 PURE WHITE

TRIM / GABLE CORBELS
SW 7757 HIGH REFLECTIVE WH

ENTRY DOOR, SHUTTERS, GUTTER FASCIA, BARGE BOARDS, PORCH POSTS & PORCH CORBELS:
SW 0032 NEEDLPOINT NAVY

5

STUCCO BODY & GARAGE DOOR:
SW 7662 EVENING SHADOW

TRIM / GABLE CORBELS
SW 7006 EXTRA WHITE

ENTRY DOOR, SHUTTERS, GUTTER FASCIA, BARGE BOARDS, PORCH POSTS & PORCH CORBELS:
SW 7069 IRON ORE

B Elevations

6

BODY & GARAGE DOOR:
SW 7516 KESTREL WHITE

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7005 PURE WHITE

BOARD & BATT:
SW 7511 BUNGALOW BEIGE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7616 BREEZY

7

BODY & GARAGE DOOR:
SW 7644 GATEWAY GRAY

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 9180 AGED WHITE

BOARD & BATT:
SW 9172 STUDIO CLAY

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 2838 POLISHED MAHOGANY

8

BODY & GARAGE DOOR:
SW 7516 KESTREL WHITE

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7028 INCREDIBILE WHITE

BOARD & BATT:
SW 9086 COOL BEIGE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7519 MEXICAN SAND

9

BODY & GARAGE DOOR:
SW 7672 KNITTING NEEDLES

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7028 INCREDIBLE WHITE

BOARD & BATT:
SW 7024 FUNCTIONAL GRAY

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7675 SEALSKIN

10

BODY & GARAGE DOOR:
SW 7028 INCREDIBLE WHITE

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7006 EXTRA WHITE

BOARD & BATT:
SW 7028 INCREDIBLE WHITE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7674 PEPPERCORN

C Elevations

11

STUCCO BODY & GARAGE DOOR:
SW 7036 ACCESSIBLE BEIGE

STUCCO SHADOW / EXPOSED TIMBER AT GABLES:
SW 7051 ANALYTICAL GRAY

TRIM / FASCIA / EXPOSED TIMBER AT GABLES:
SW 7028 INCREDIBLE WHITE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7018 DOVETAIL

12

BODY & GARAGE DOOR:
SW 9173 SHIITAKE

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7507 STONE LION

BOARD & BATT:
SW 7039 VIRTUAL TAUPE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7069 IRON ORE

13

BODY & GARAGE DOOR:
SW 7649 SILVERPLATE

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7017 DORIAN GRAY

BOARD & BATT:
SW 7004 SNOWBOOUND

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7076 CYBERSPACE

14

BODY & GARAGE DOOR:
SW 7023 REQUISITE GRAY

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 9169 CHATURA GRAY

BOARD & BATT:
SW 7004 SNOWBOUND

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7076 CYBERSPACE

15

BODY & GARAGE DOOR:
SW 7037 BALANCED BEIGE

TRIM / ENTRY COLUMNS / FASCIA / GABLE CORBELS:
SW 7504 KEYSTONE GRAY

BOARD & BATT:
SW 6084 MODEST WHITE

ENTRY DOOR, SHUTTERS, PORCH POSTS & PORCH CORBELS / KNEE BRACE:
SW 7510 CHATEAU BROWN

COLOR SCHEMES

JMC HOMES

JOHN MOURIER CONSTRUCTION INC.
Roseville, California

SIERRA VISTA CO-20, CO-21, C0-22, TYPICAL LANDSCAPE

LOTS SF AND DIMENSIONS VARY.
SEE FINAL MAP FOR SIZES

TYPICAL LANDSCAPE:

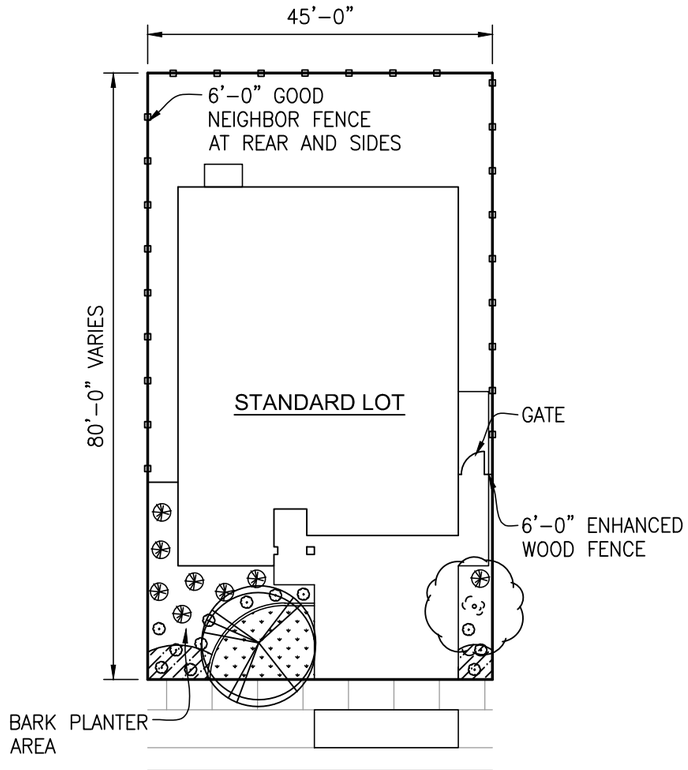
SHRUBS: (9)–5 GALLON,
(12)–1 GALLON
TREES: (1)–24" BOX TREE
(1)–15 GALLON TREE

LEGEND	
	SOD
	GROUND COVER
	HARDSCAPE
	CONC. CURBING
	WOOD FENCE
	1 GALLON SHRUB
	5 GALLON SHRUB
	15 GALLON TREE
	24" BOX TREE

APPROXIMATE QUANTITIES:
BARK MULCH 333 SF

SEE ATTACHED PLANT LIST FOR PLANT AND TREE TYPE

PLACE PLANTS FROM GROUNDCOVER LIST WHERE BARK PLANTER BEDS MEET SIDEWALKS



LANDSCAPE TO COMPLY WITH THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO).

TYPICAL LANDSCAPE:

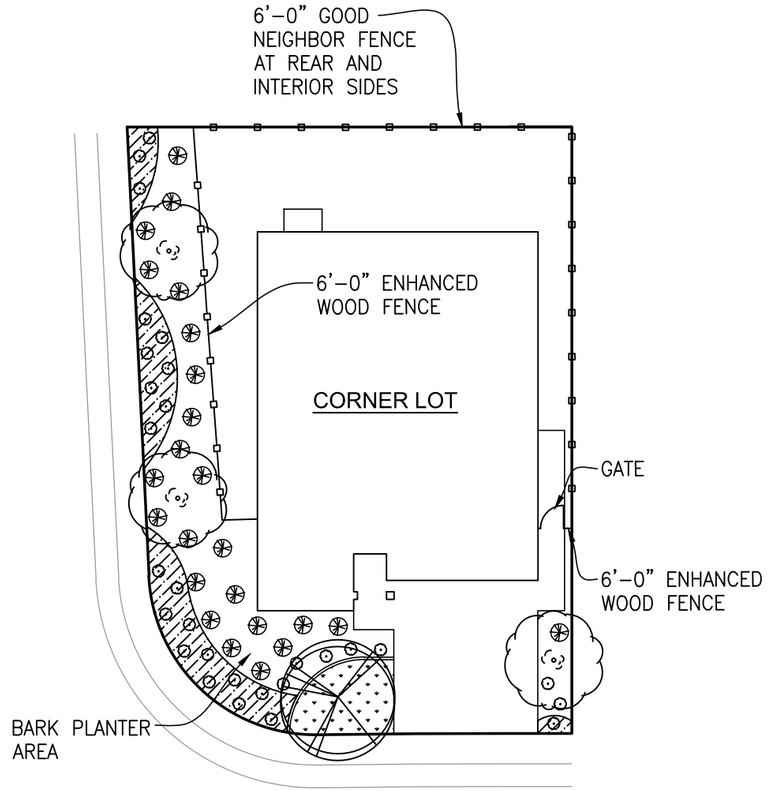
SHRUBS: (35)–5 GALLON,
(24)–1 GALLON
TREES: (1)–24" BOX TREE
(3)–15 GALLON TREE

LEGEND	
	GROUND COVER
	HARDSCAPE
	WOOD FENCE
	1 GALLON SHRUB
	5 GALLON SHRUB
	15 GALLON TREE
	24" BOX TREE

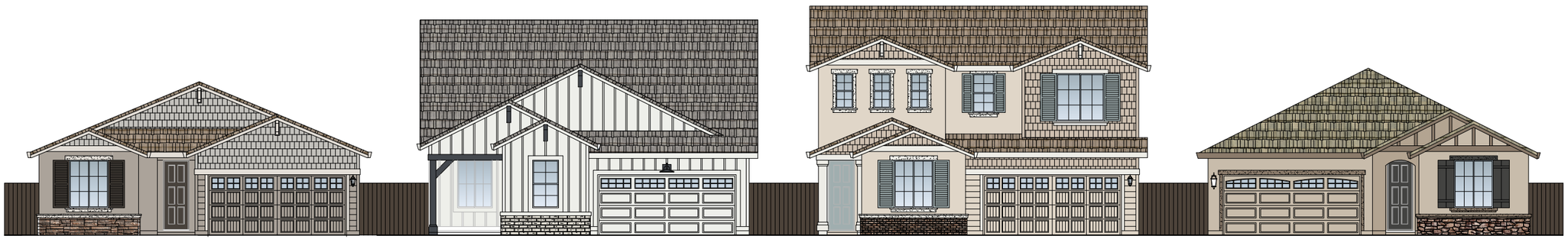
APPROXIMATE QUANTITIES:
BARK MULCH 452 SF

SEE ATTACHED PLANT LIST FOR PLANT AND TREE TYPE

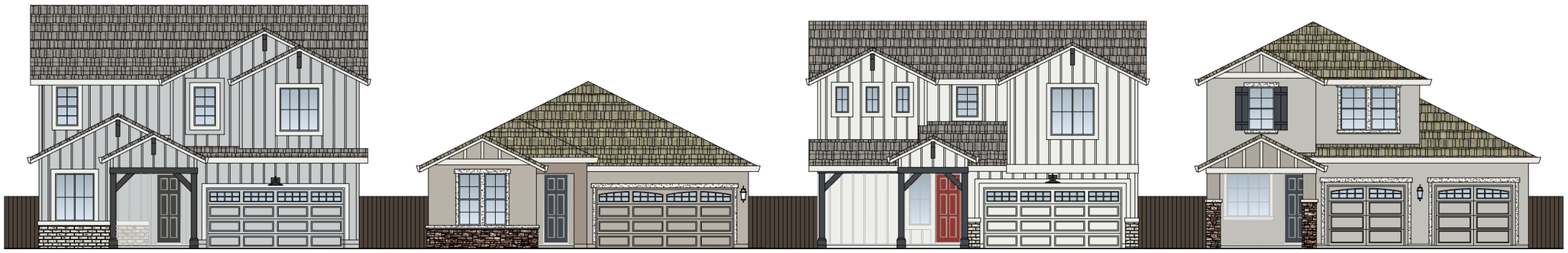
PLACE PLANTS FROM GROUNDCOVER LIST WHERE BARK PLANTER BEDS MEET SIDEWALKS



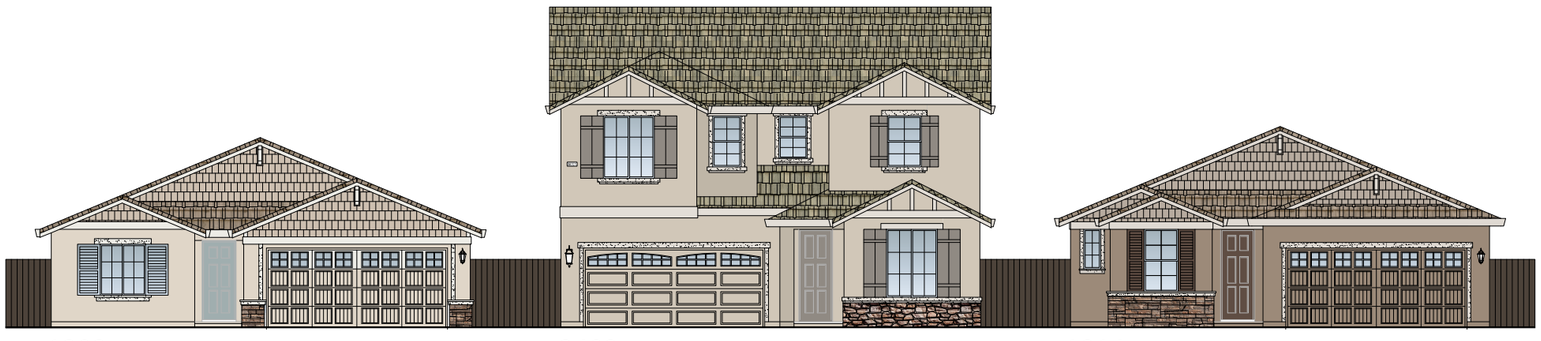
JMC HOMES
1430 BLUE OAKS BLVD. #190
ROSEVILLE, CA 95747
OFFICE: (916) 782-8879
FAX: (916) 960-5322
CA. LIC. 613004
WWW.JMCHOMES.COM



1405 1964 2184 1343



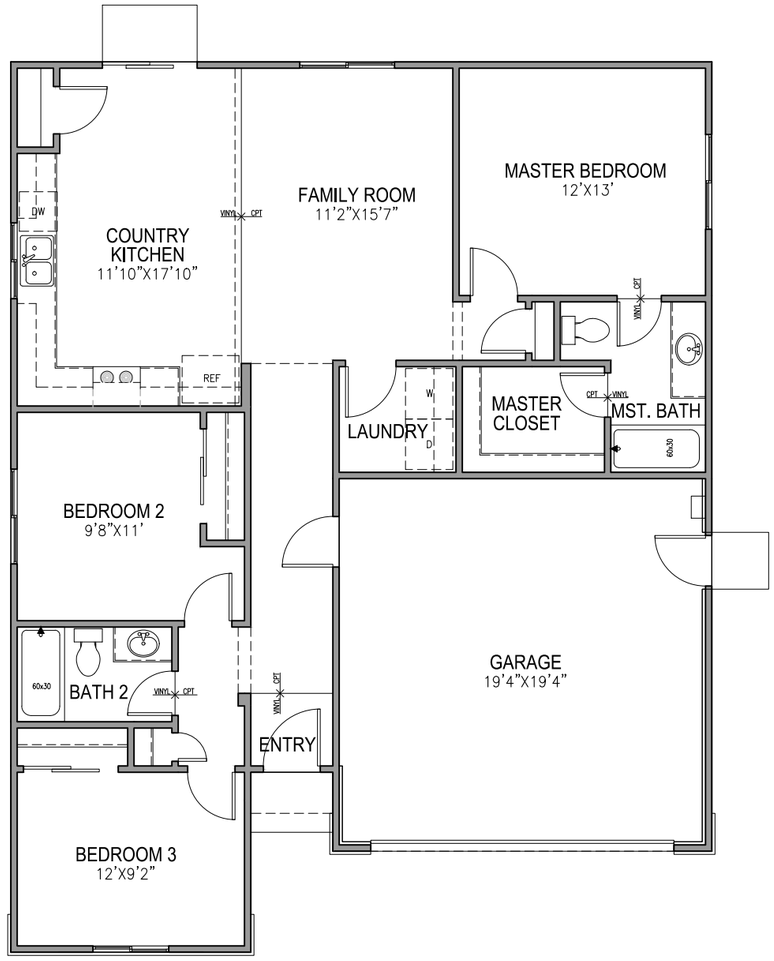
2051 1504 1717 2340



1203 2492 1814

STREETSCENE
SIERRA VISTA
45'x80'

JMC HOMES
John Mourier Construction Inc.
Roseville, California



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

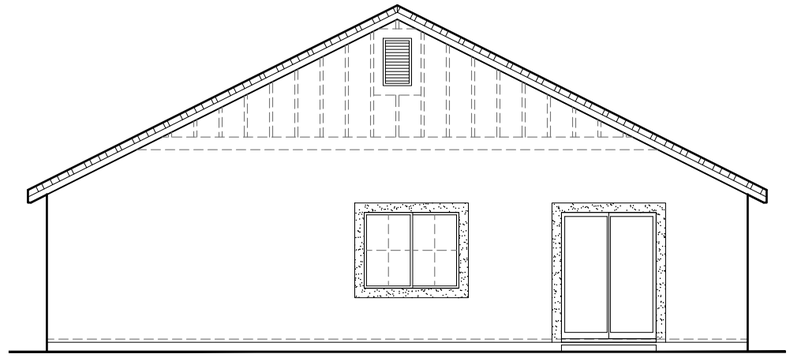
1203 FLOOR PLAN

JMC HOMES

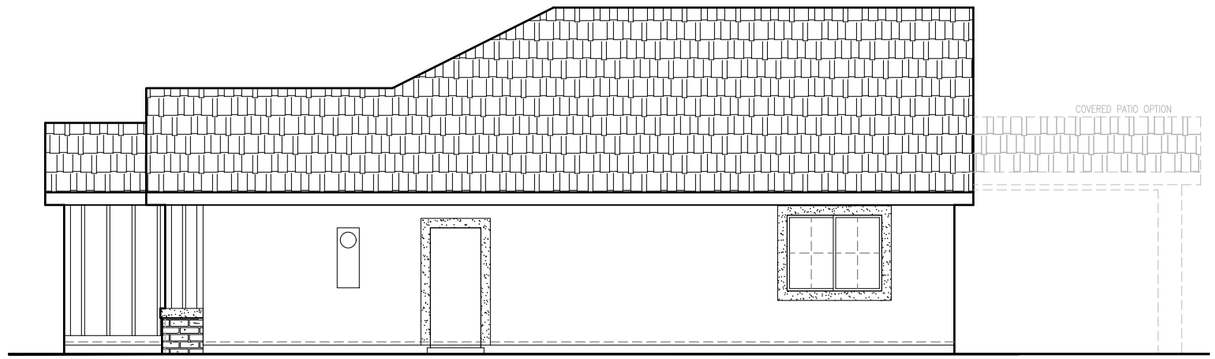
John Mourier Construction Inc.
Roseville, California



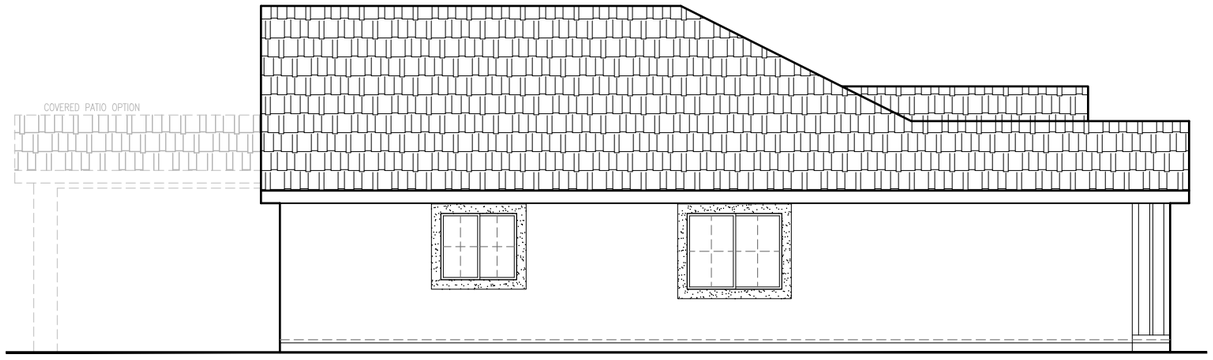
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

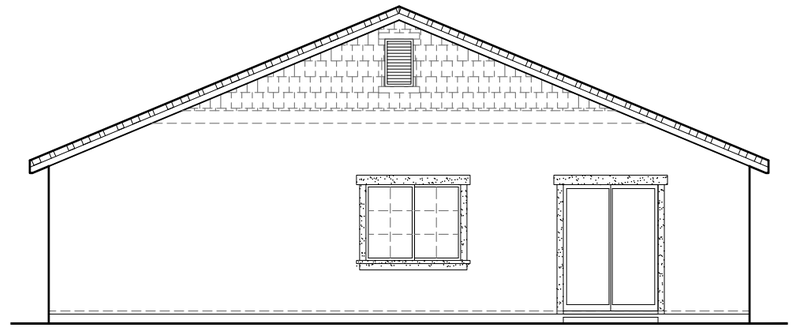
1203 'A' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

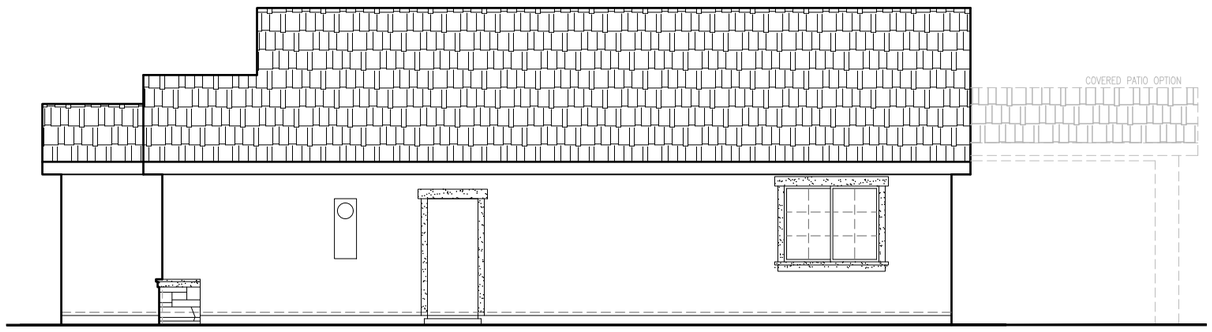


FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"

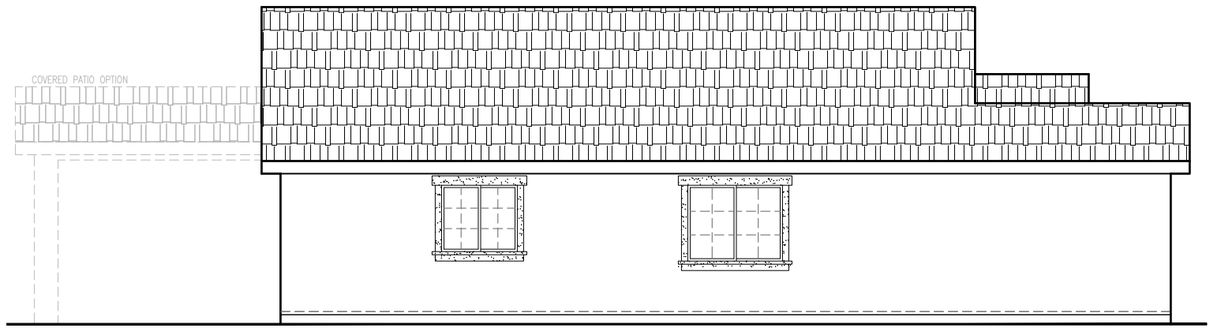


REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"



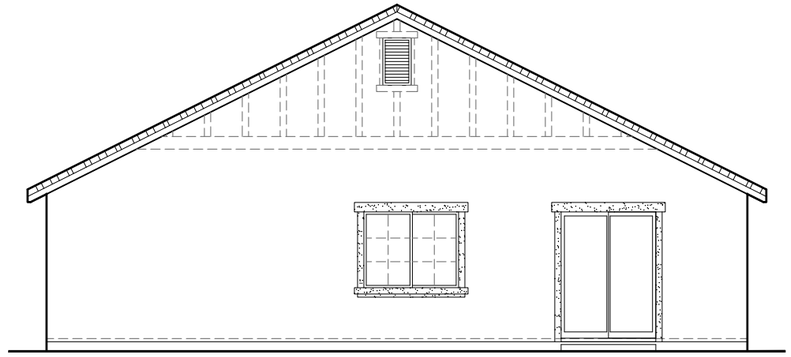
LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

1203 'B' ELEVATIONS

JMC HOMES
John Mourier Construction Inc.
Roseville, California

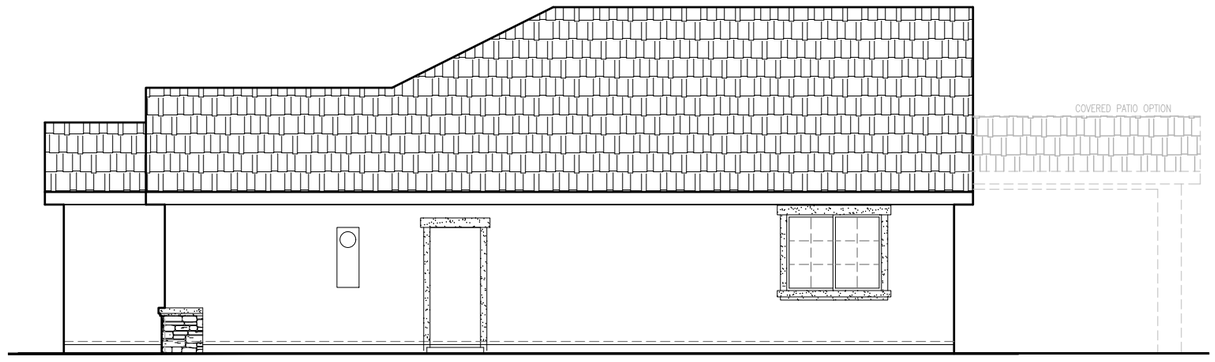


FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"

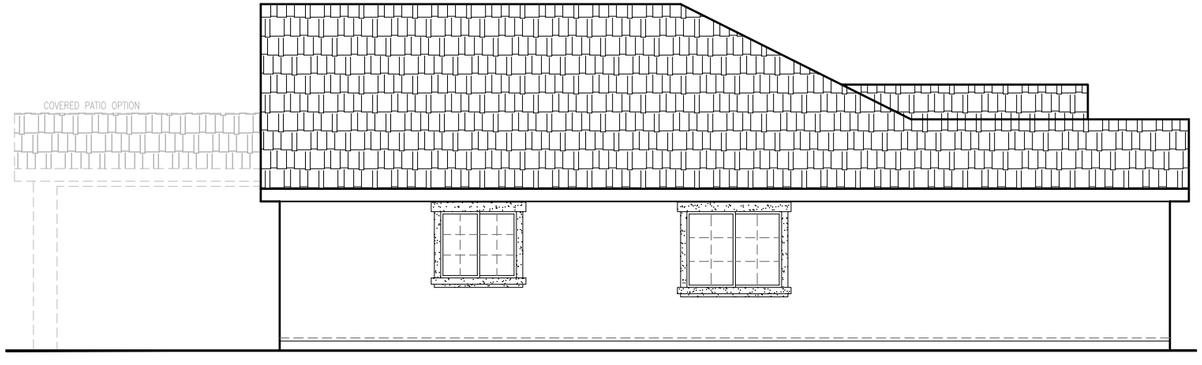


REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



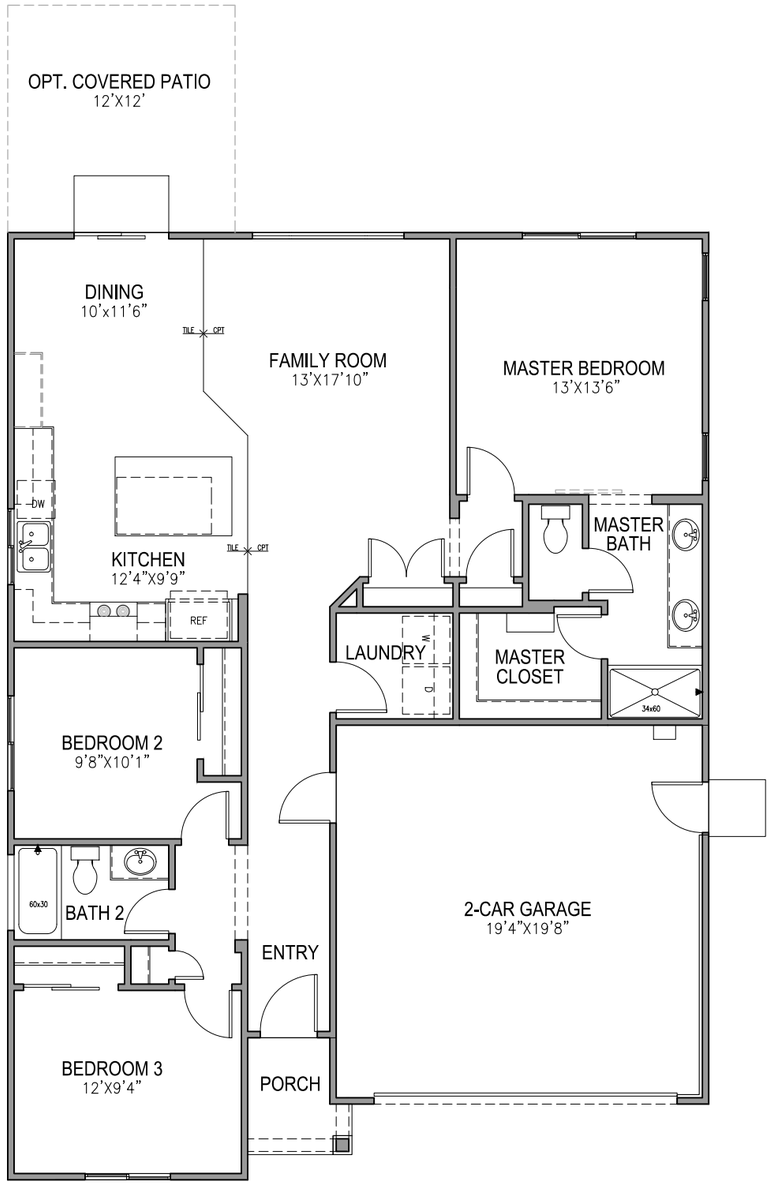
RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"

1203 'C' ELEVATIONS

JMC HOMES
John Mourier Construction Inc.
Roseville, California



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

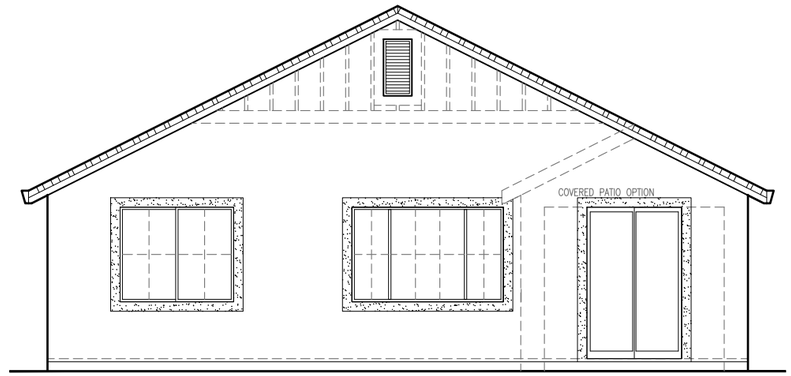
1343 FLOOR PLAN

JMC HOMES

John Mourier Construction Inc.
Roseville, California

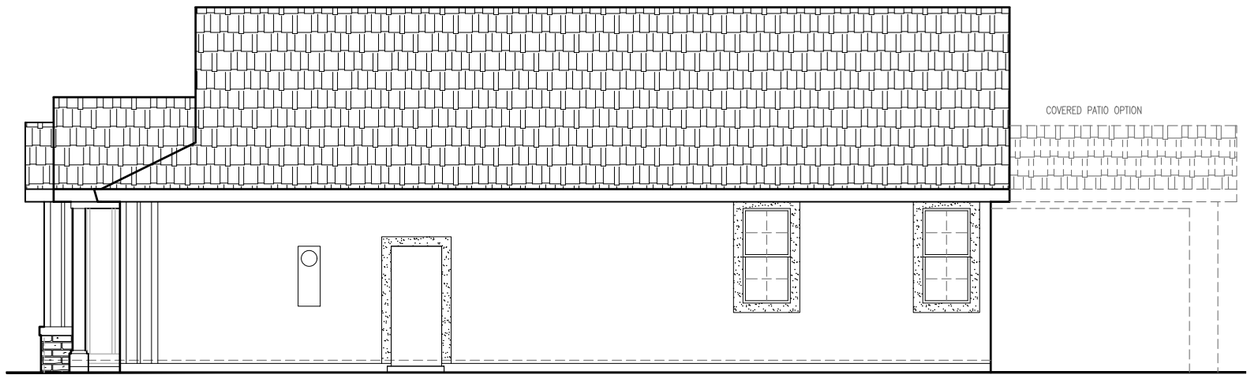


FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"

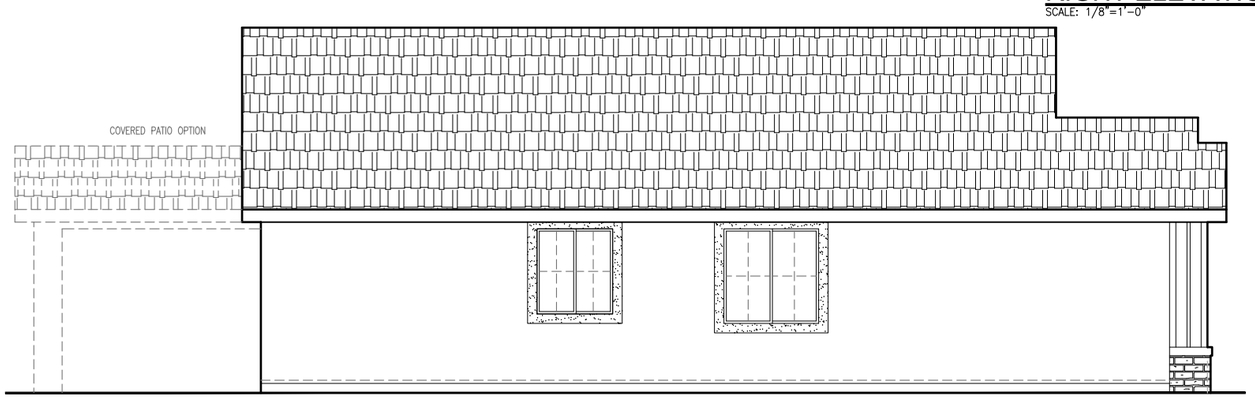


REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

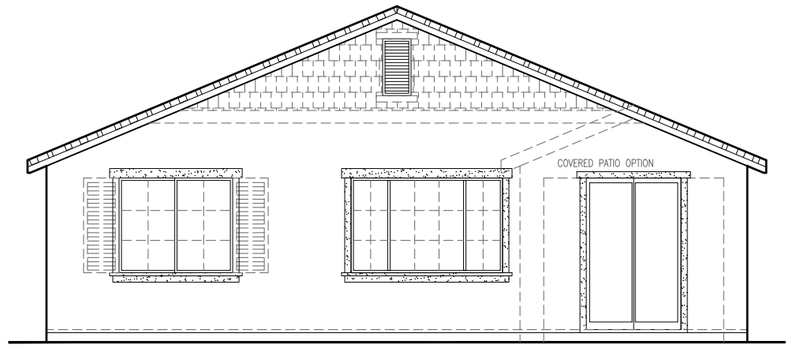
1343 'A' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

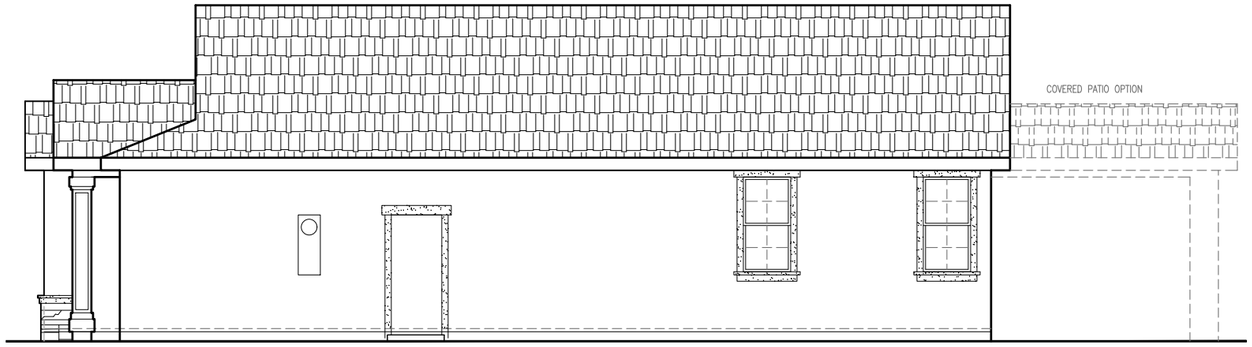


FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"

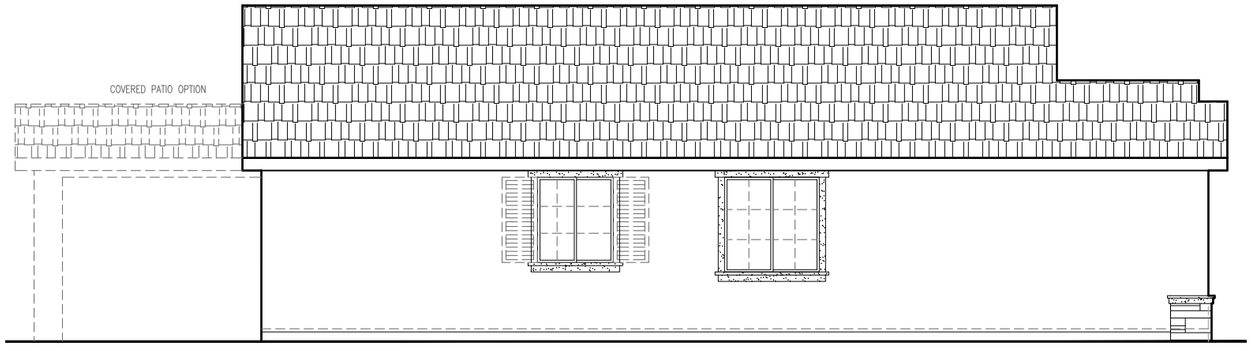


REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

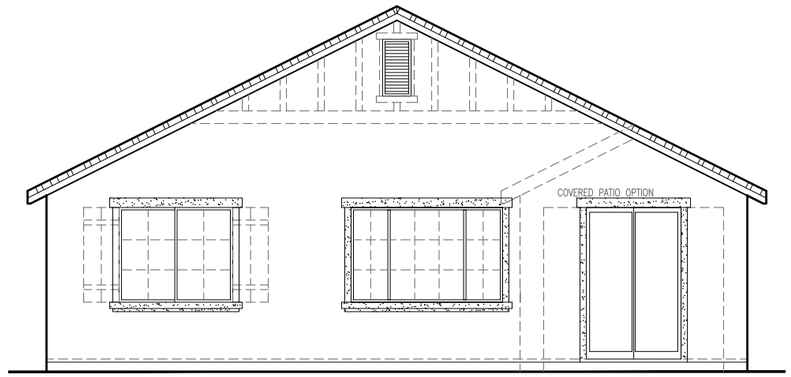
1343 'B' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

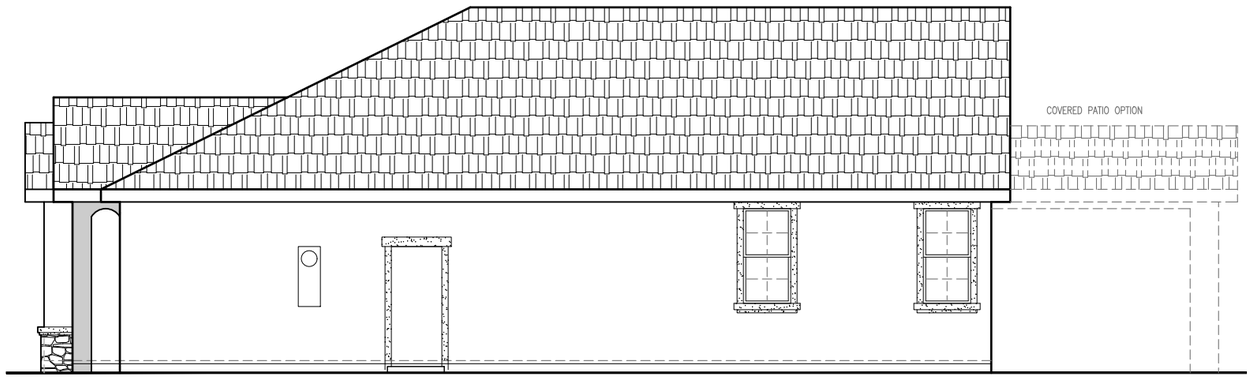


FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"

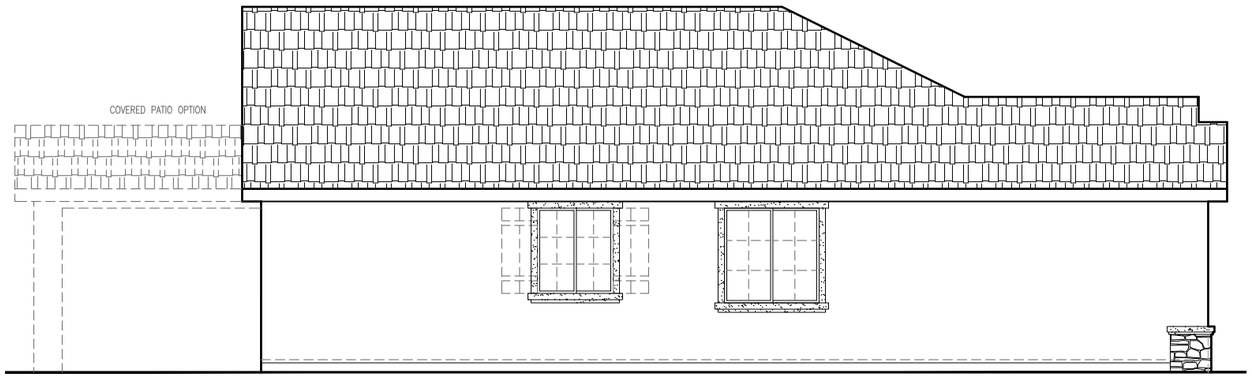


REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

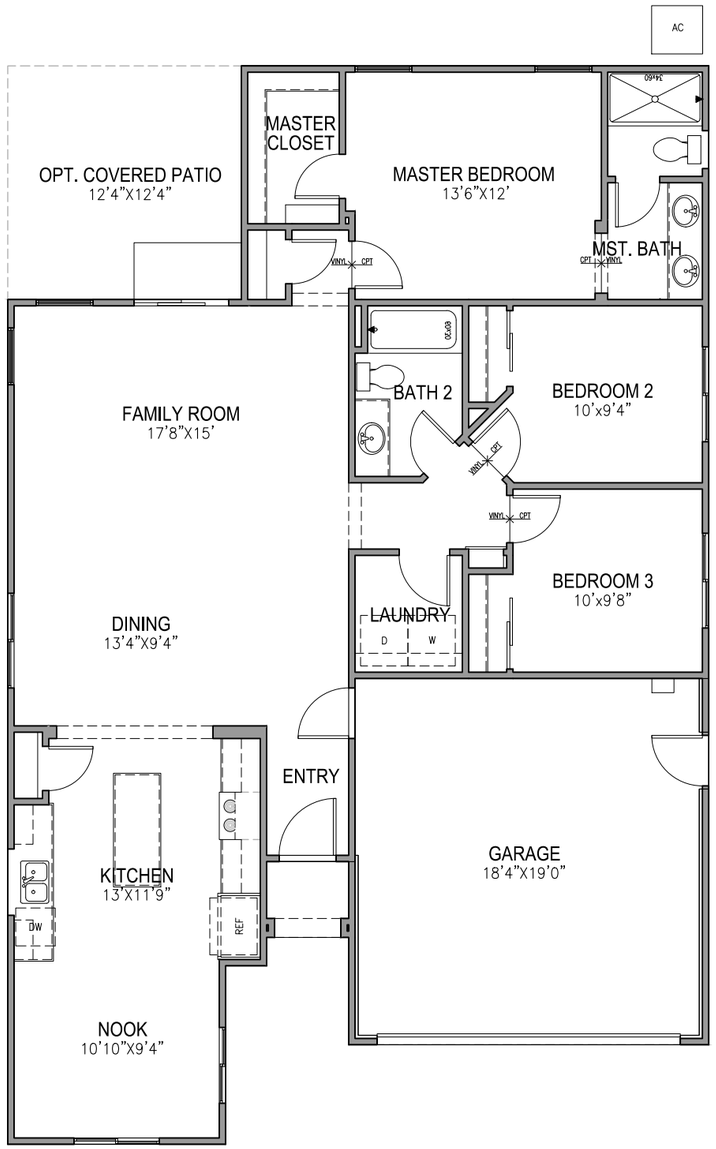


LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"

1343 'C' ELEVATIONS

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Roseville, California



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

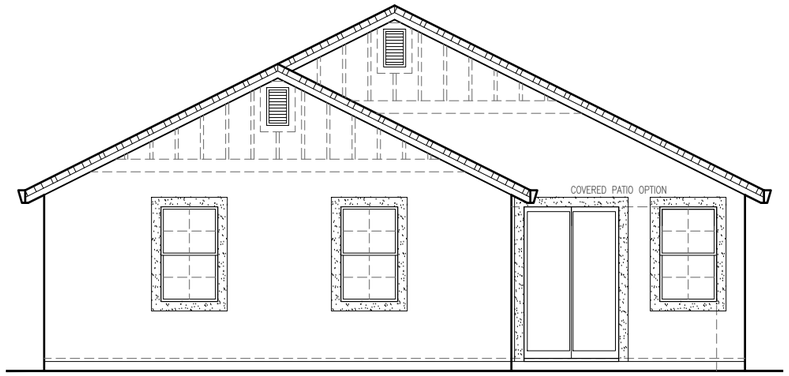
1405 FLOOR PLAN

JMC HOMES

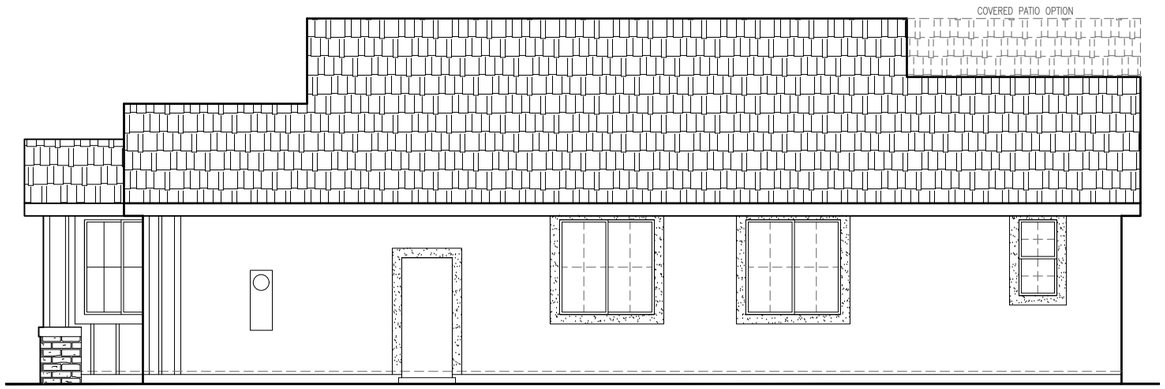
John Mourier Construction Inc.
Roseville, California



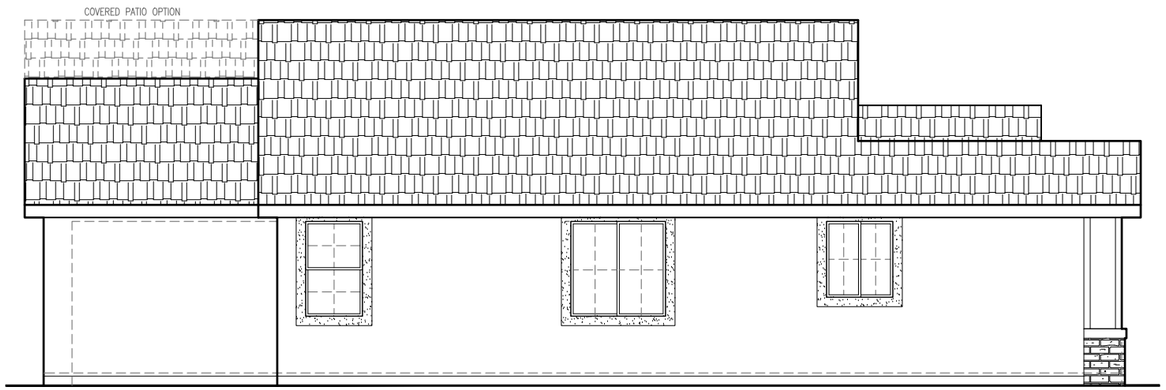
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"

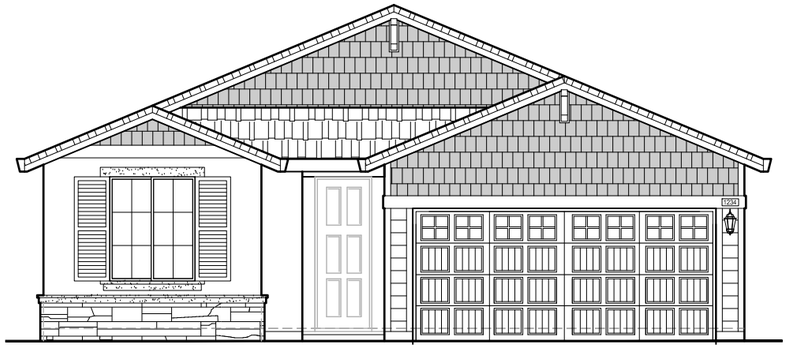


LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

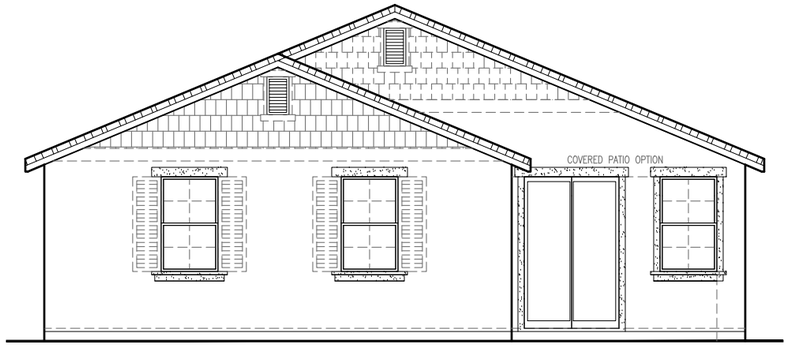
1405 'A' ELEVATIONS

JMC HOMES

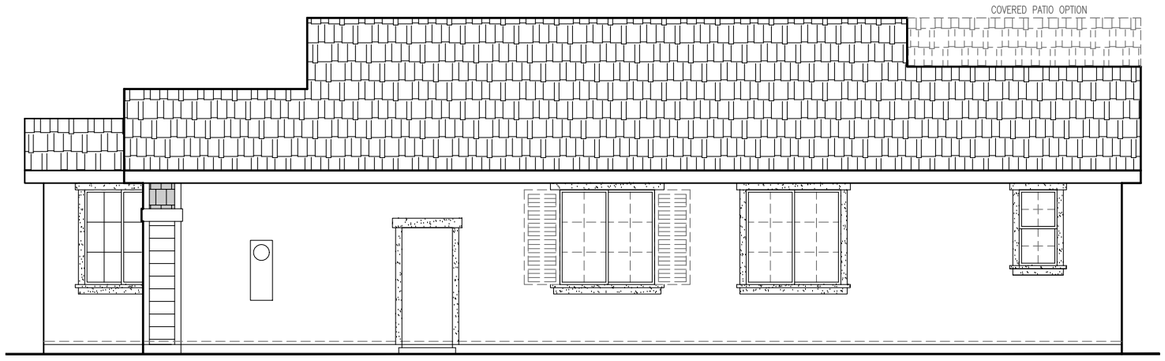
John Mourier Construction Inc.
Roseville, California



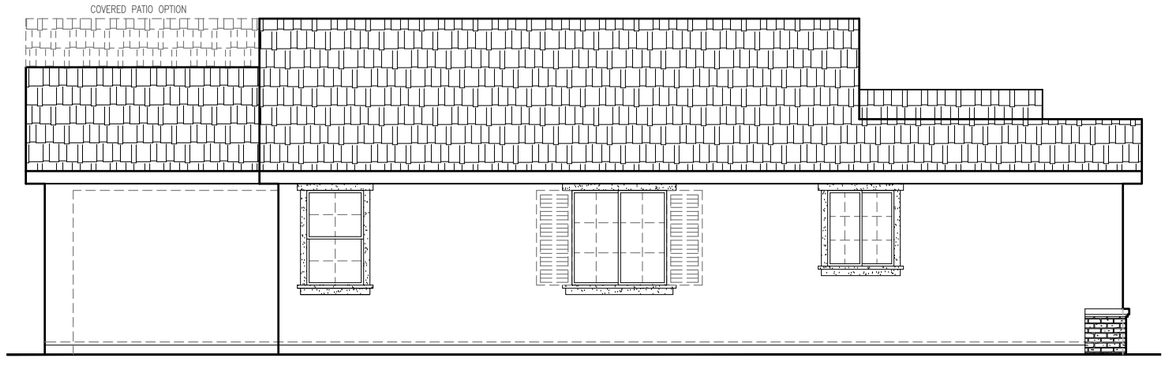
FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

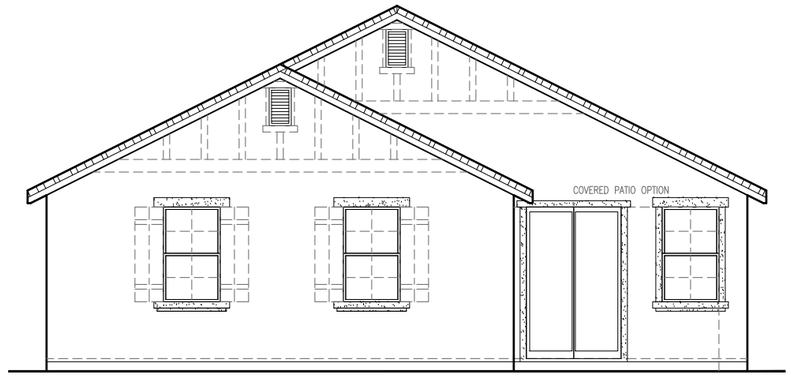
1405 'B' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

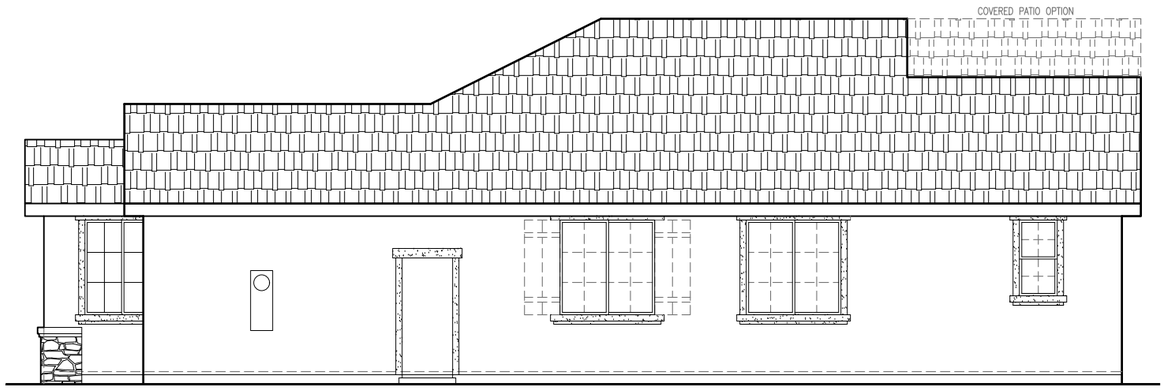


FRONT ELEVATION 'C'
SCALE: 1/4"=1'-0"

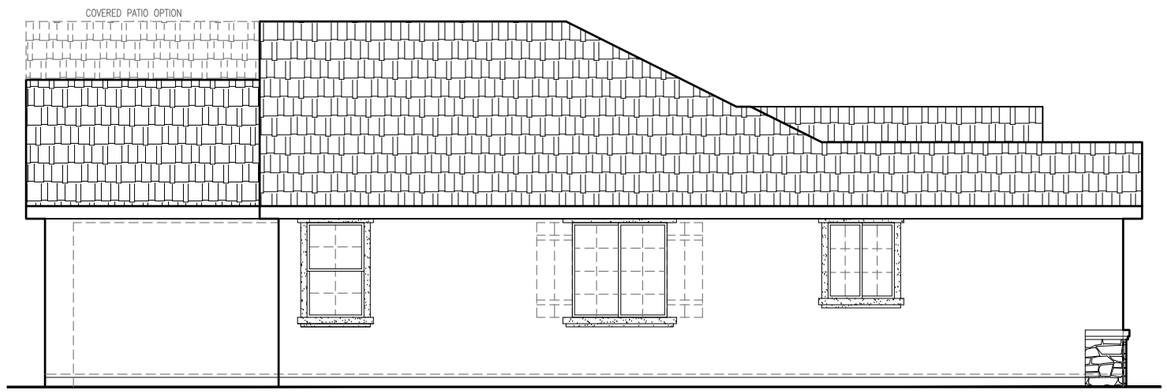


REAR ELEVATION 'C'
SCALE: 1/4"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'C'
SCALE: 1/4"=1'-0"

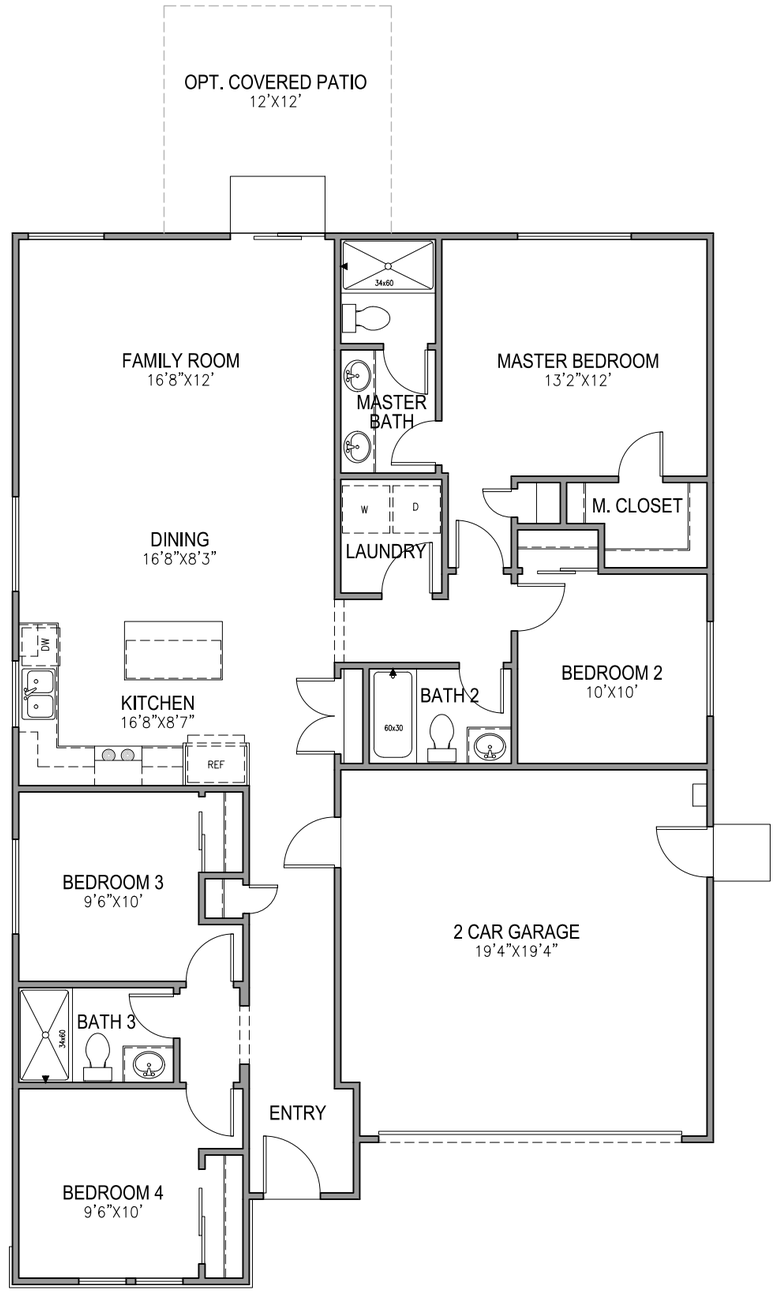


LEFT ELEVATION 'C'
SCALE: 1/4"=1'-0"

1405 'C' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California



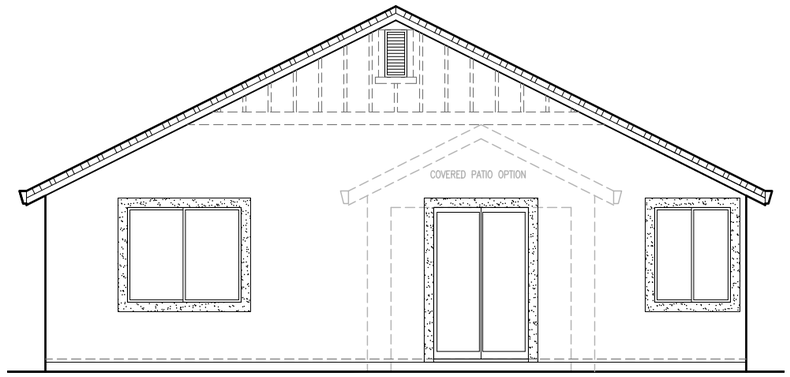
FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

1504 FLOOR PLAN

JMC HOMES
John Mourier Construction Inc.
Roseville, California

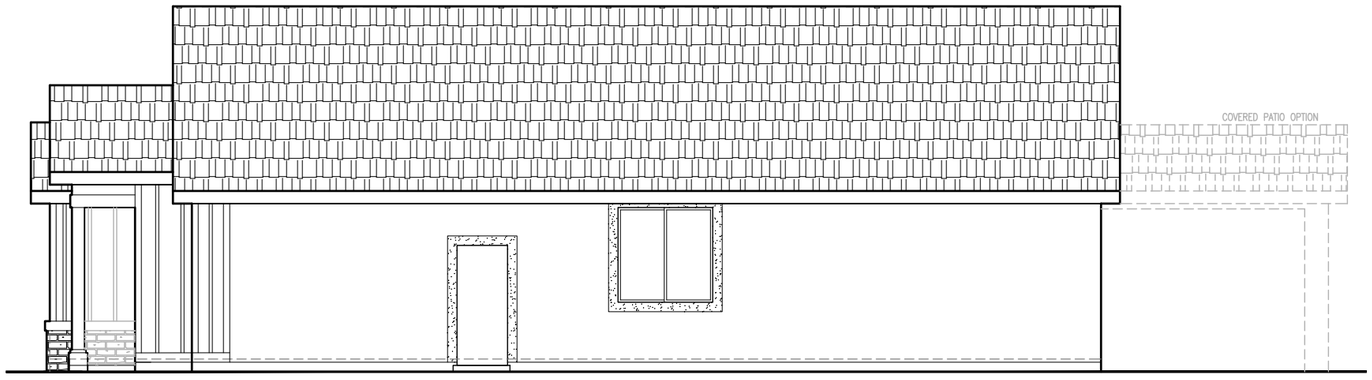


FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"

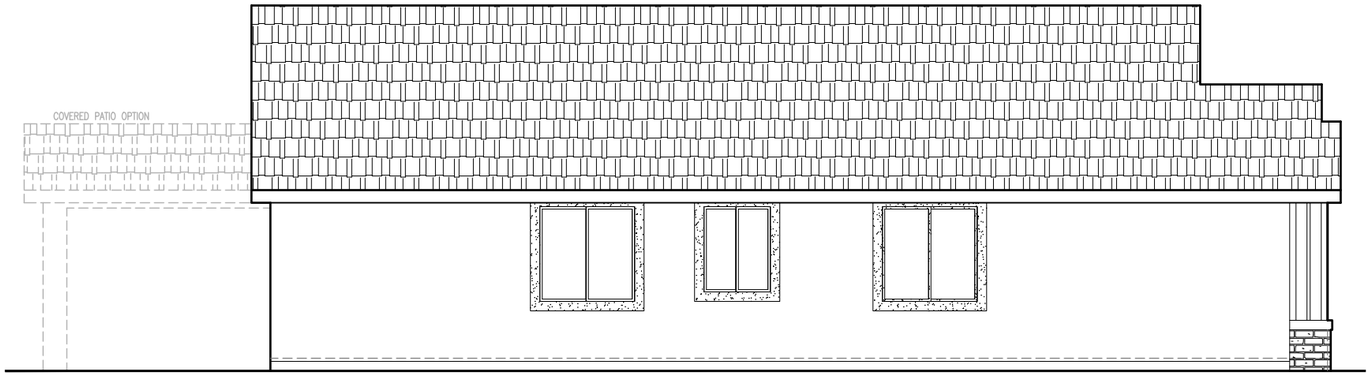


REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"

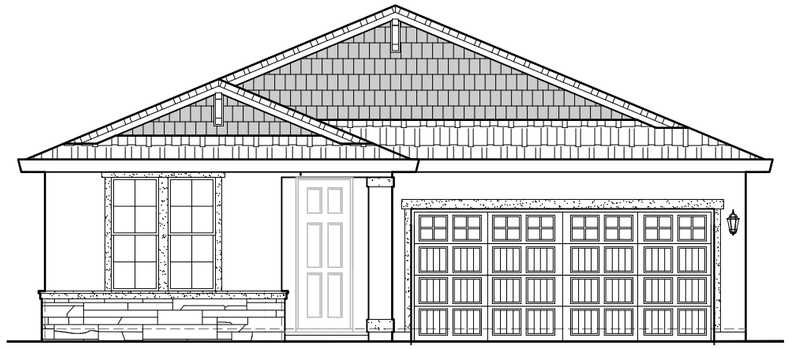


LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

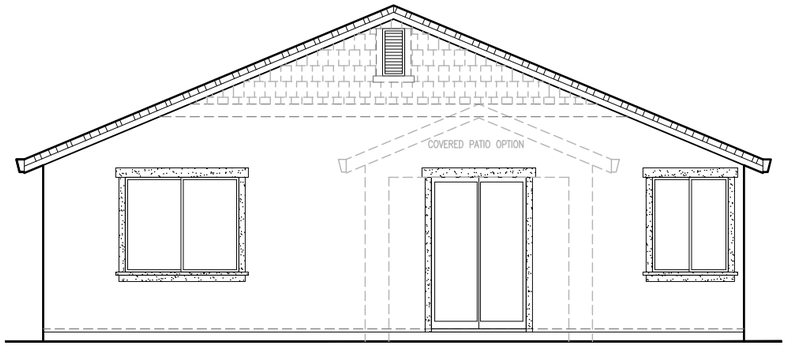
1504 'A' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

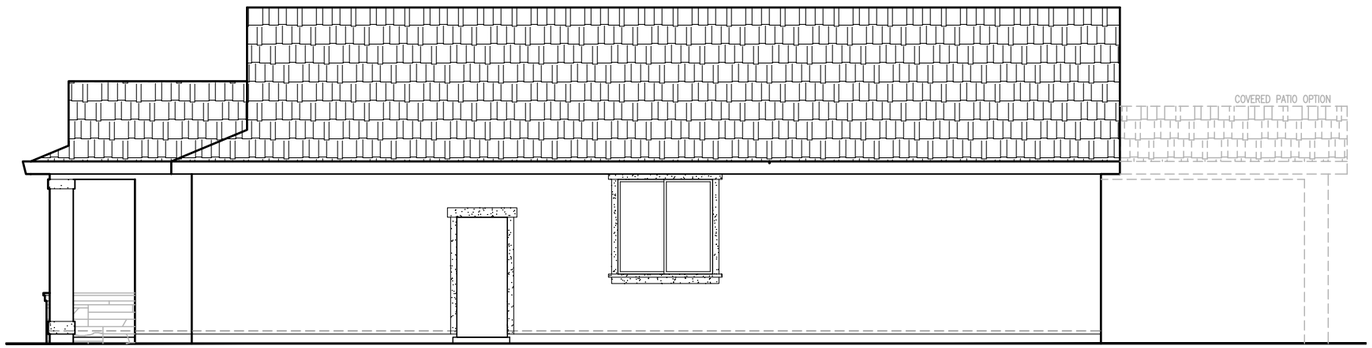


FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"

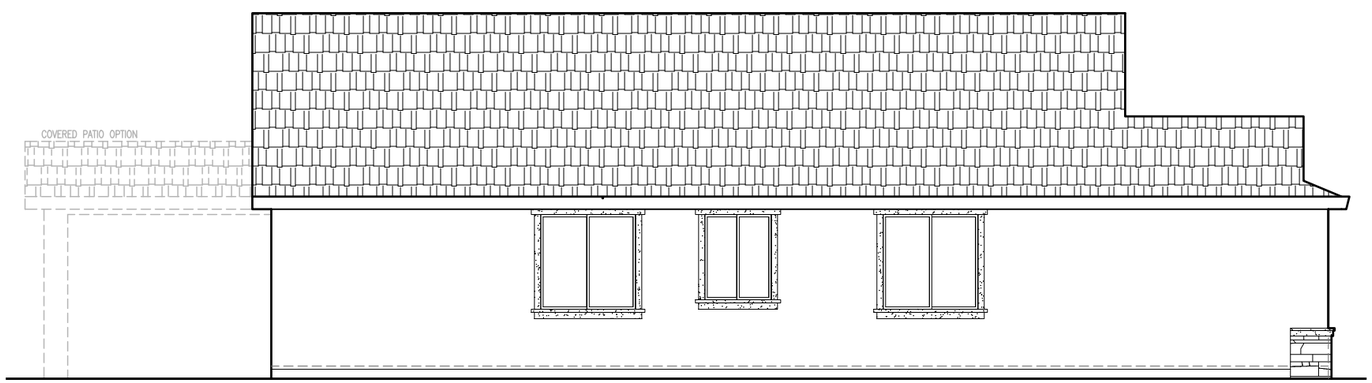


REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

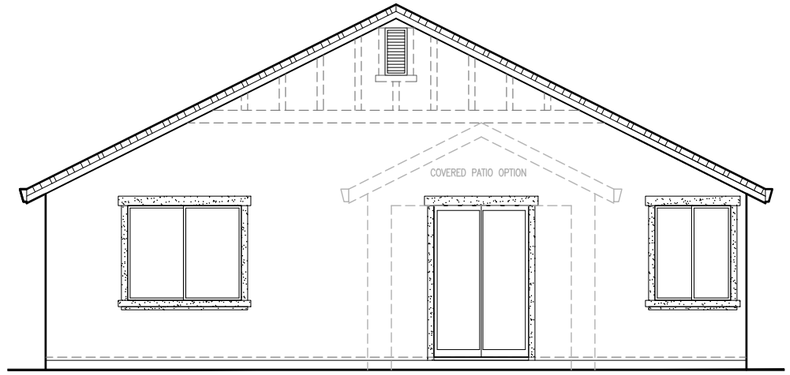
1504 'B' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

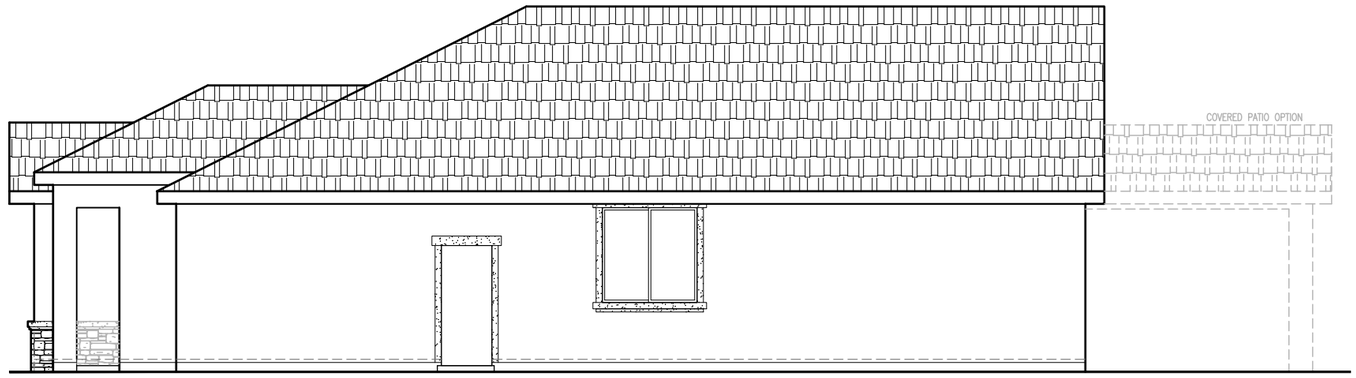


FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"

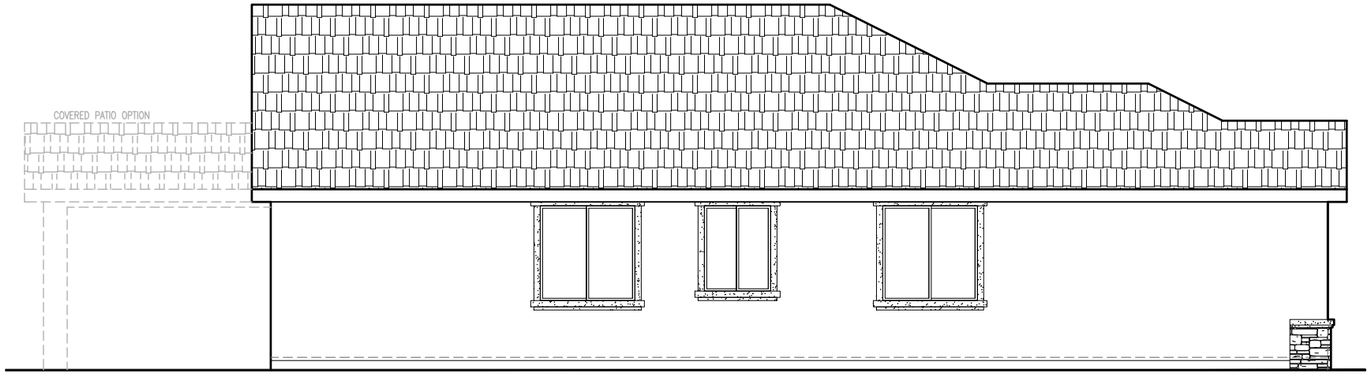


REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

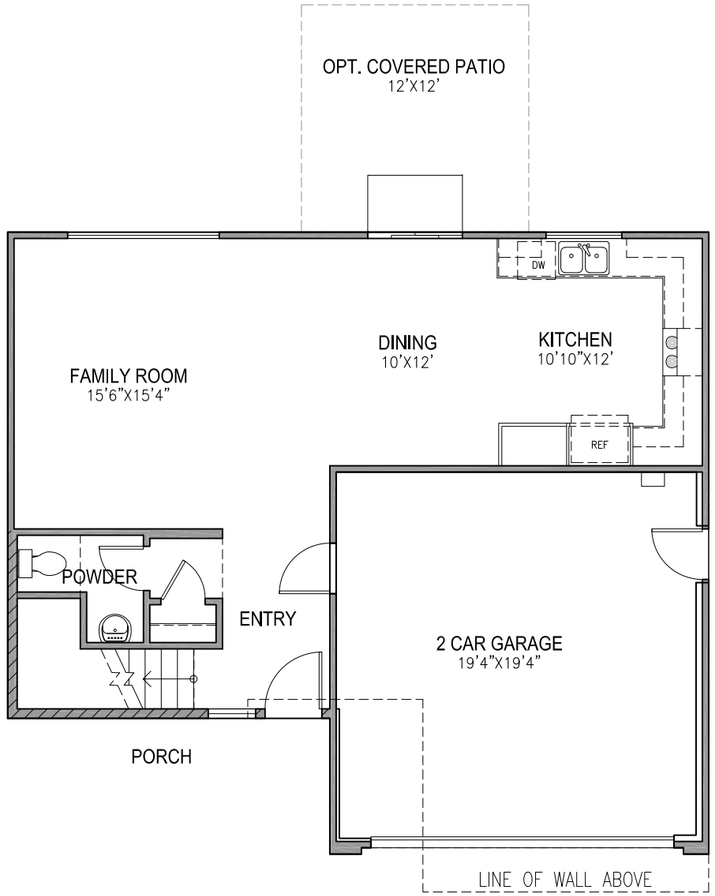


LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"

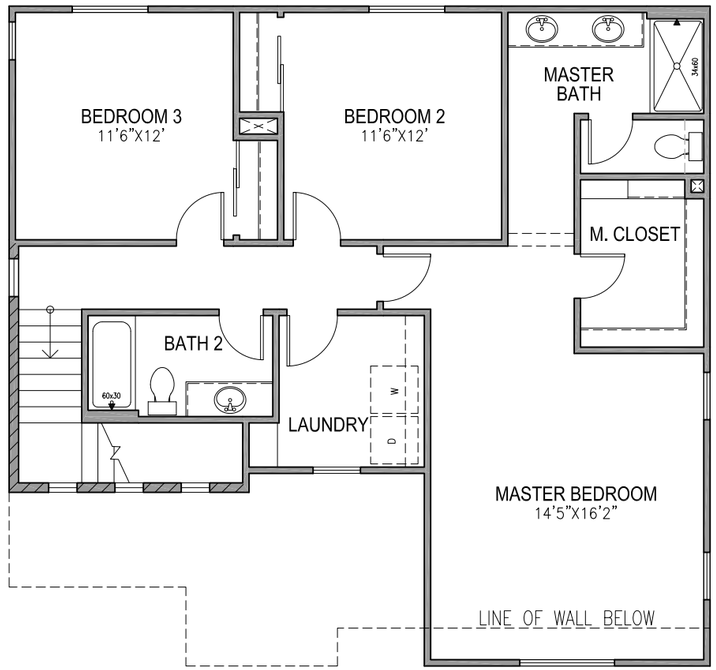
1504 'C' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California



FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

1717 FLOOR PLAN

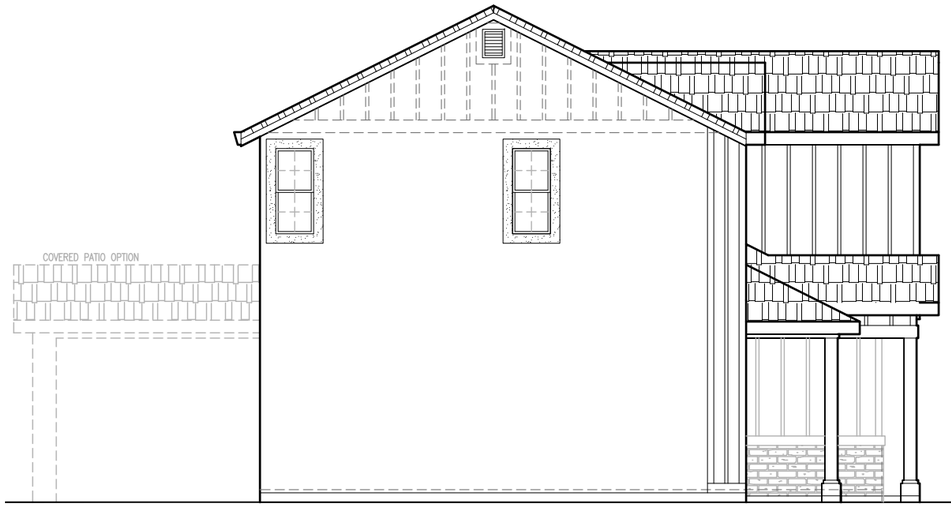
JMC HOMES
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Roseville, California



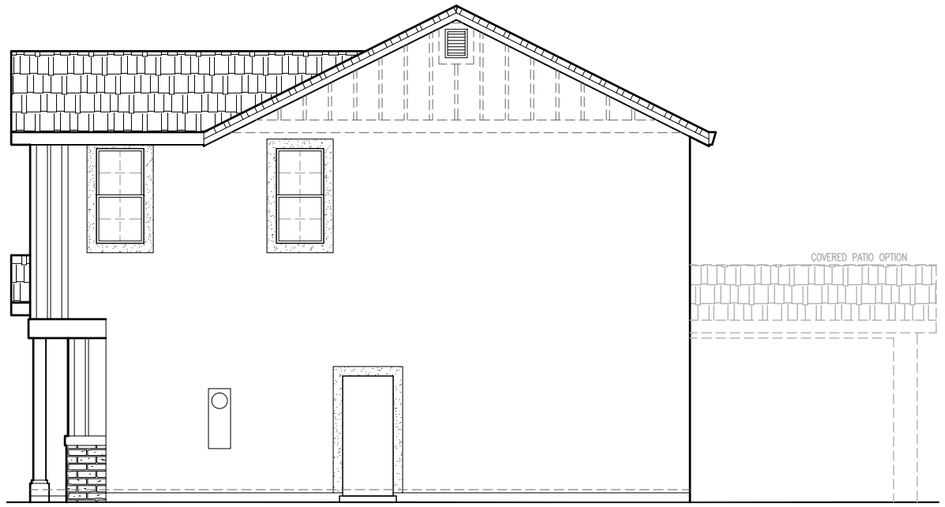
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

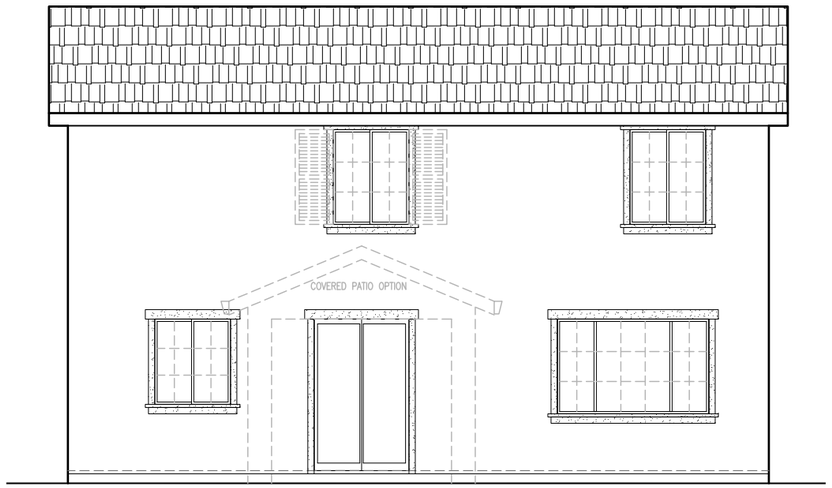
1717 'A' ELEVATIONS

JMC HOMES

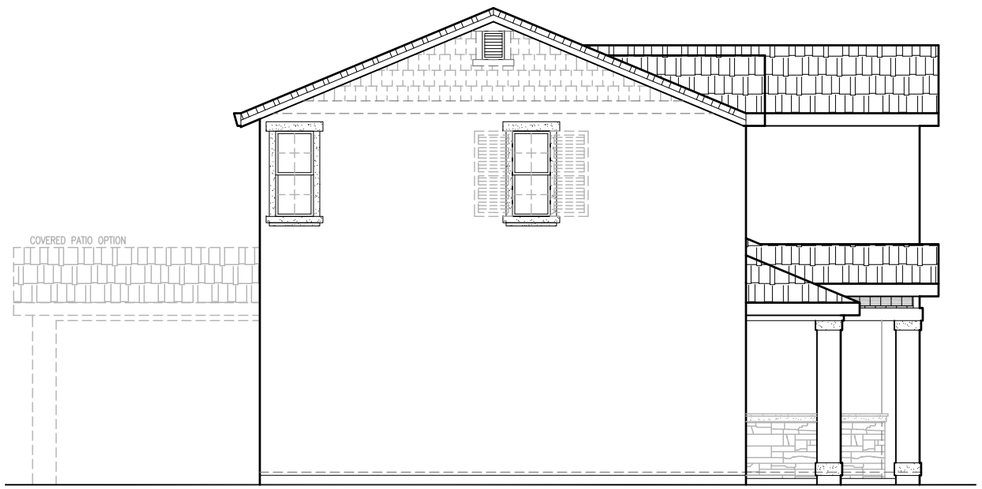
John Mourier Construction Inc.
Roseville, California



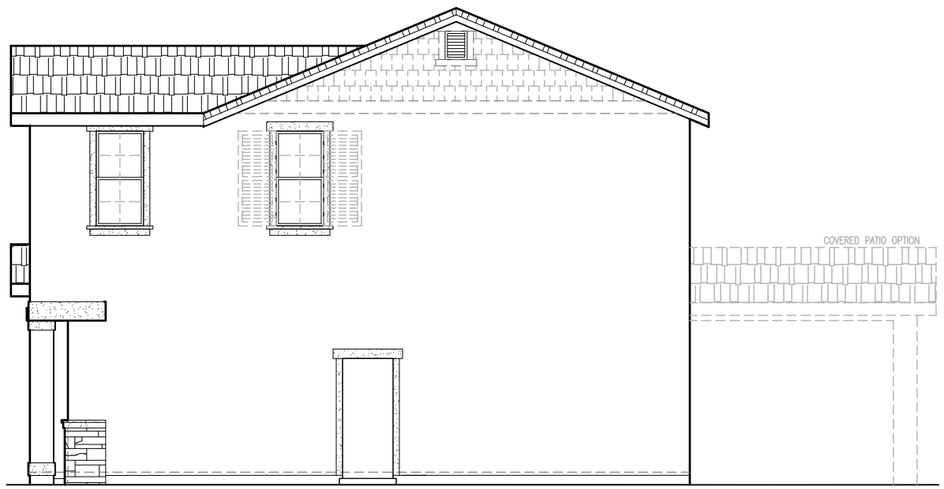
FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

1717 'B' ELEVATIONS

JMC HOMES

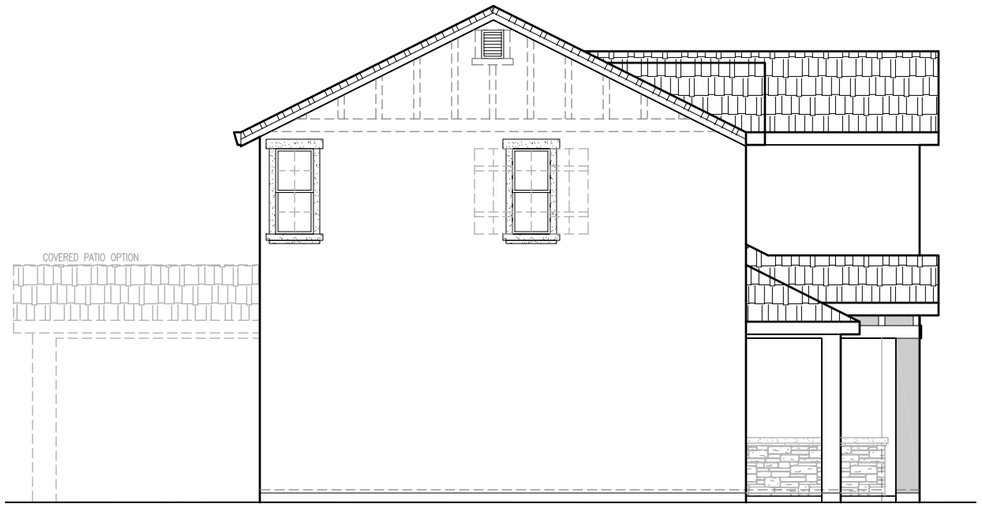
John Mourier Construction Inc.
Roseville, California



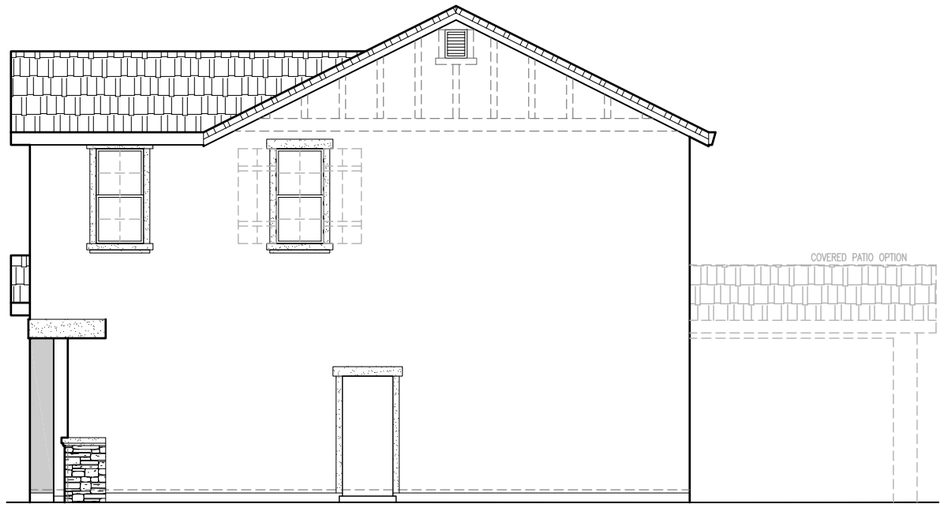
FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"



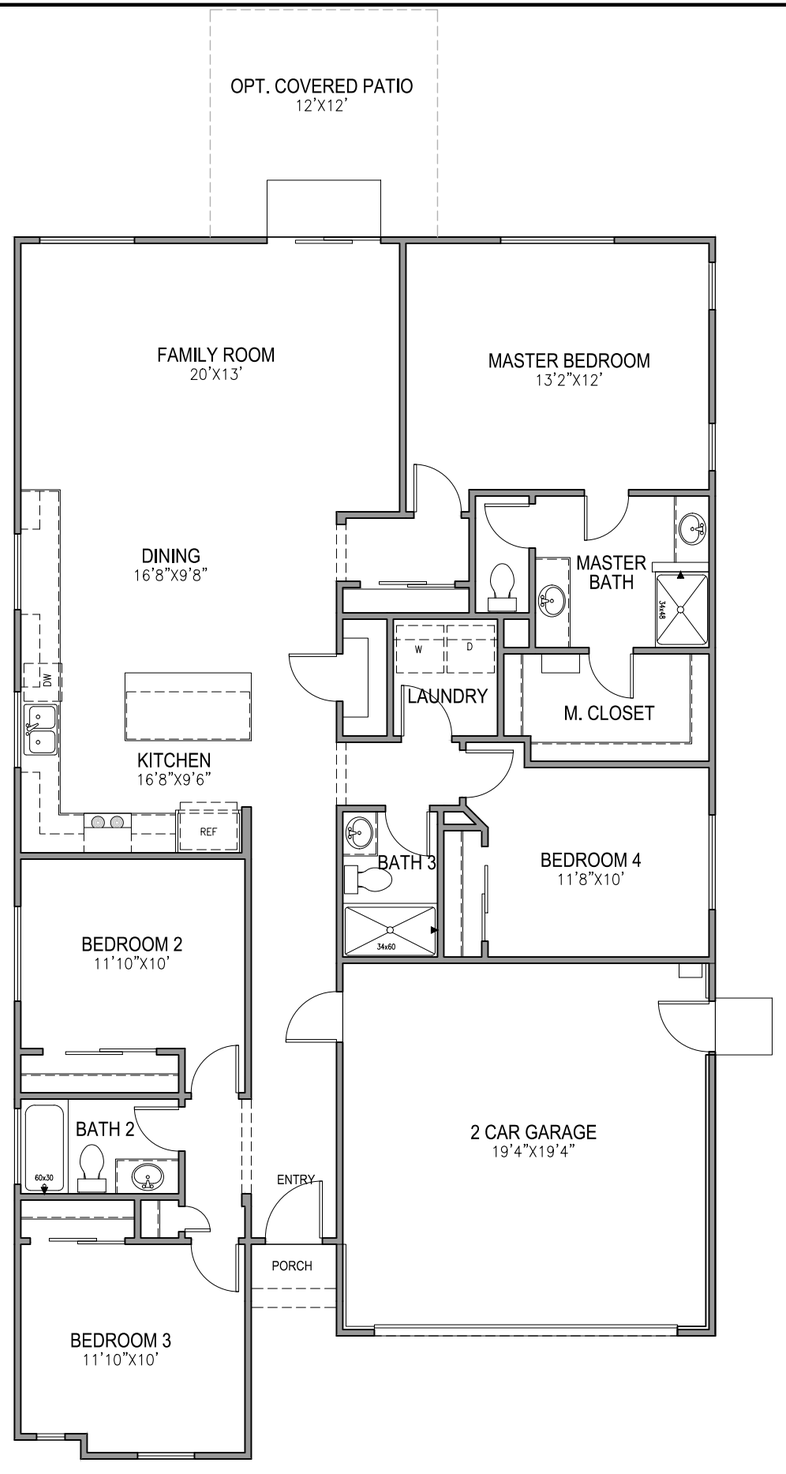
RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

1717 'C' ELEVATIONS

JMC HOMES

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Roseville, California



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

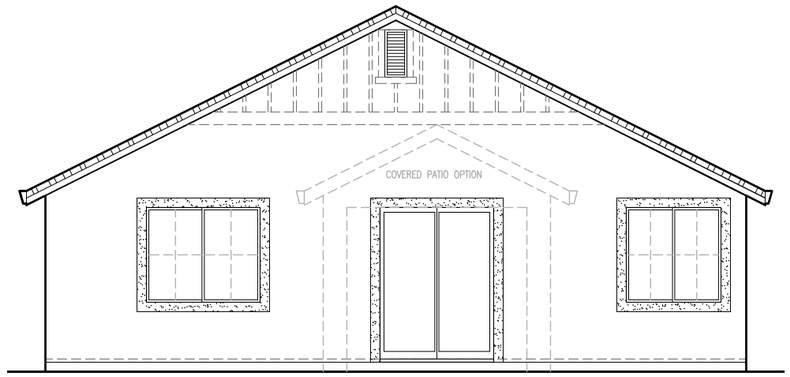
1814 FLOOR PLAN

JMC HOMES

John Mourier Construction Inc.
Roseville, California

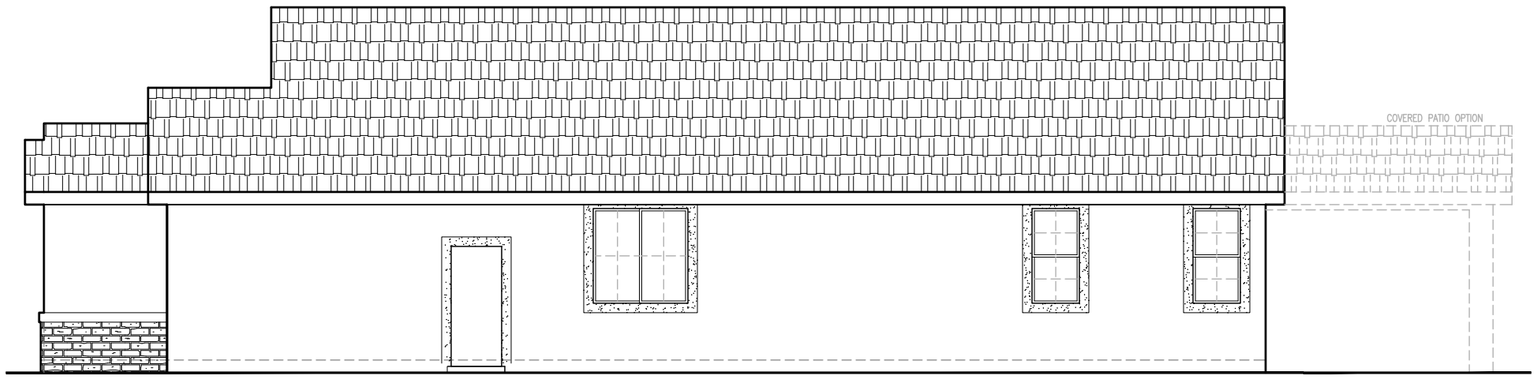


FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"

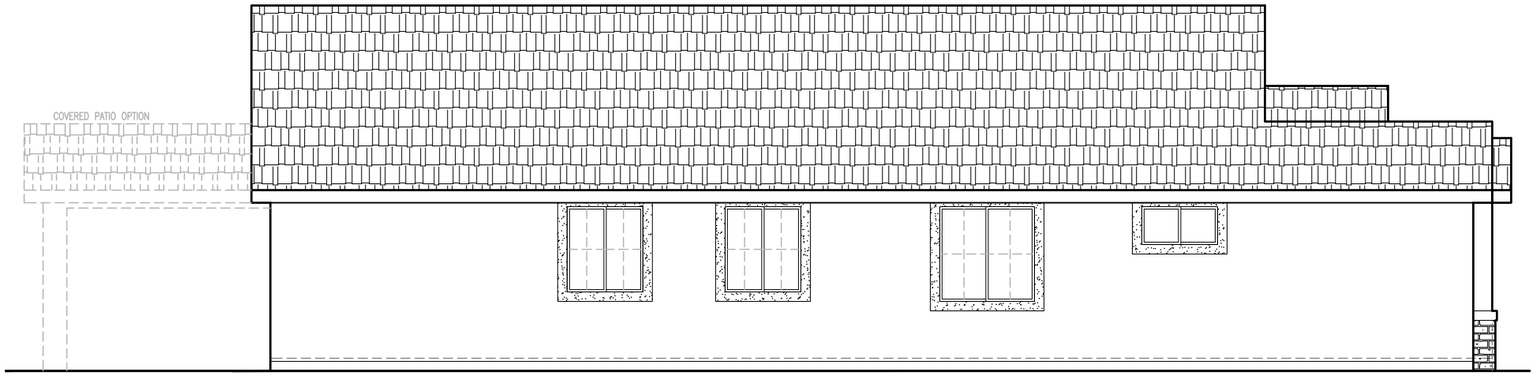


REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"



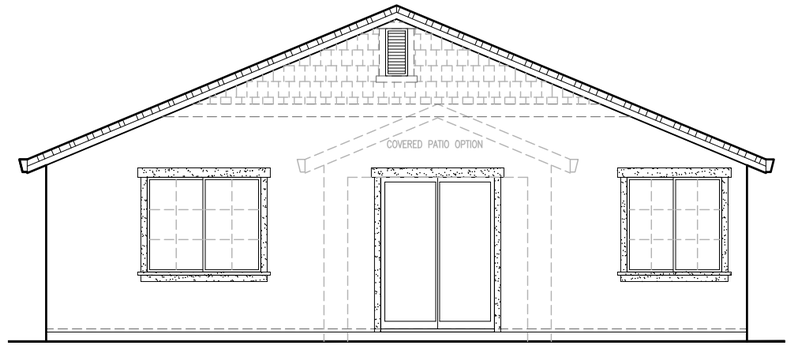
LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

1814 'A' ELEVATIONS

JMC HOMES
John Mourier Construction Inc.
Roseville, California

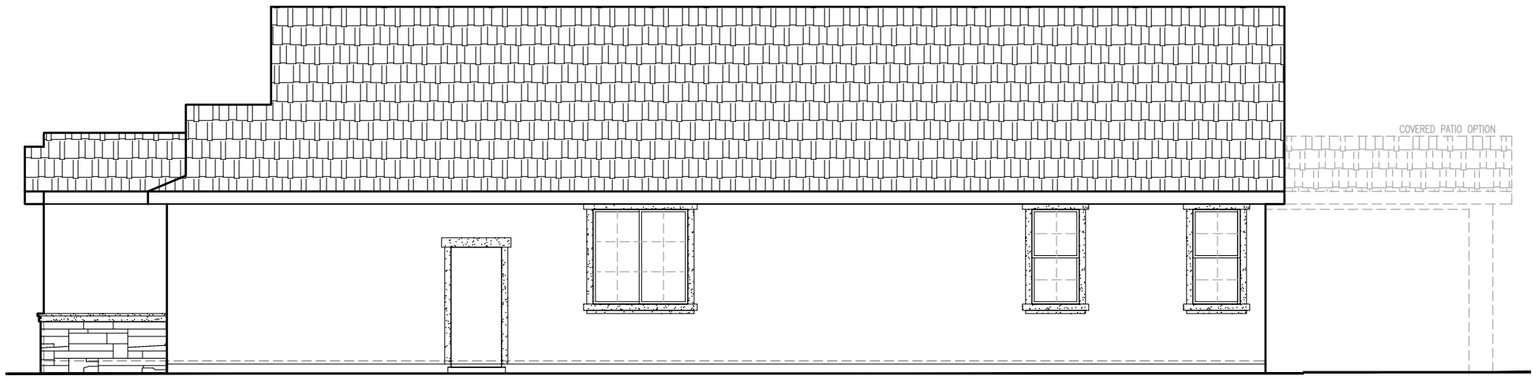


FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"

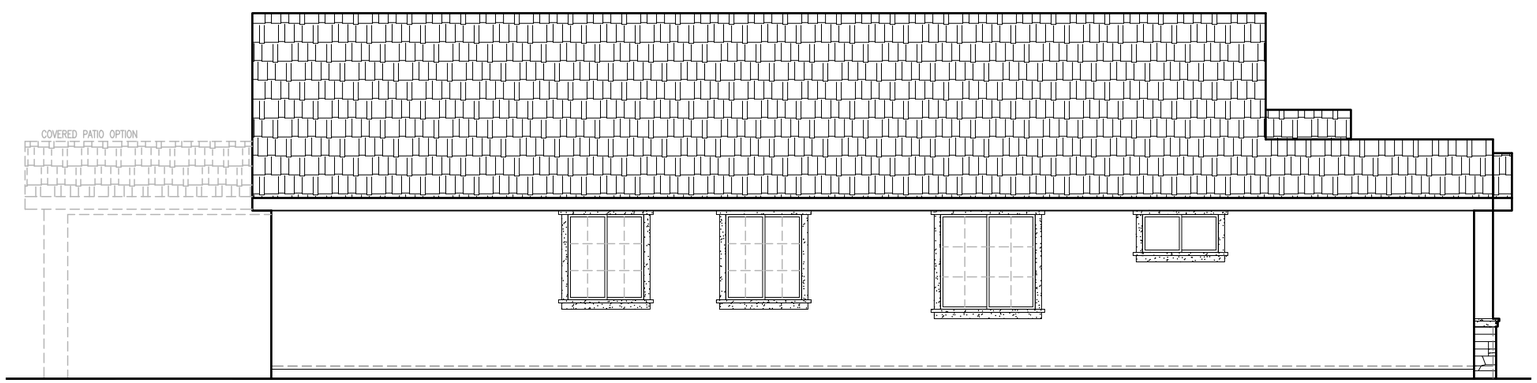


REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"

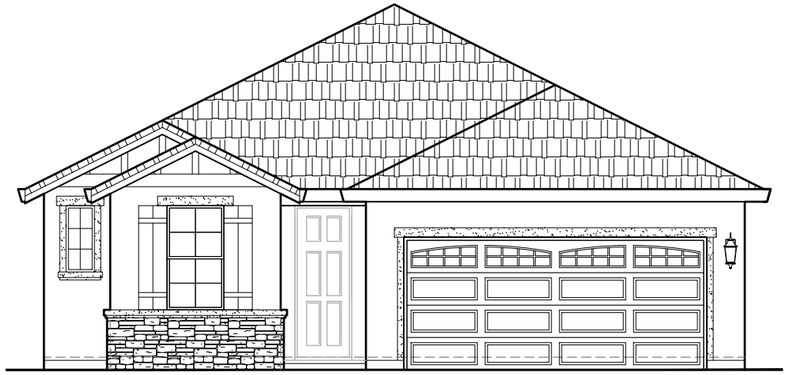


LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

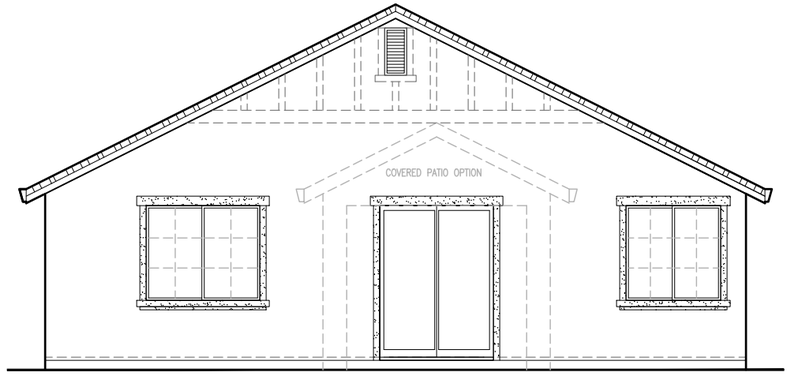
1814 'B' ELEVATIONS

JMC HOMES

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Roseville, California

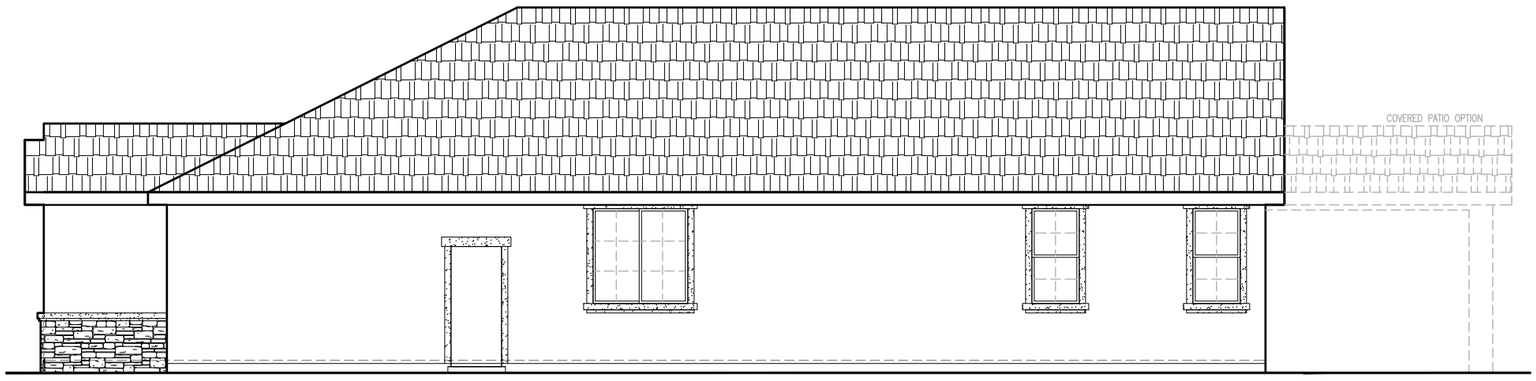


FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"

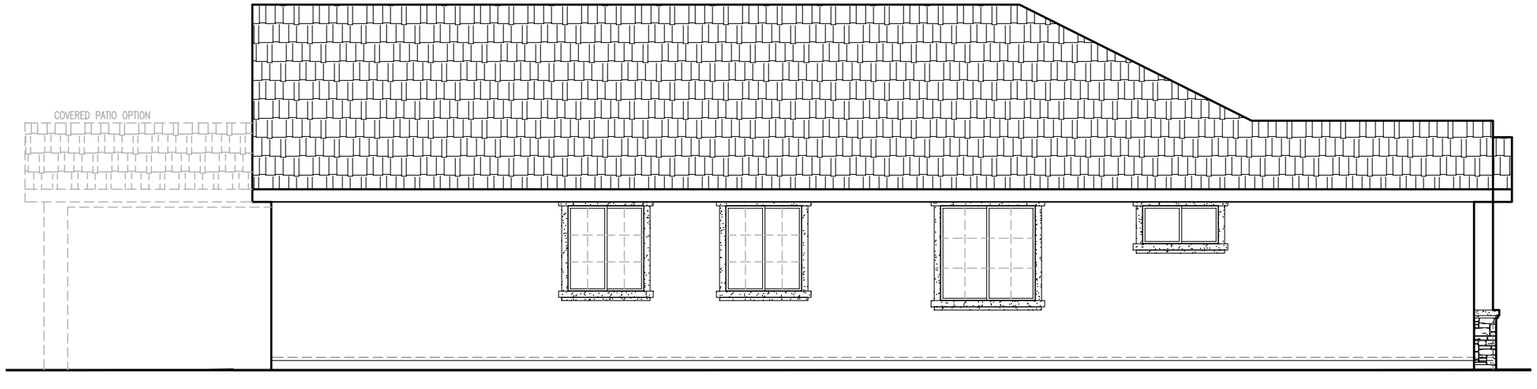


REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

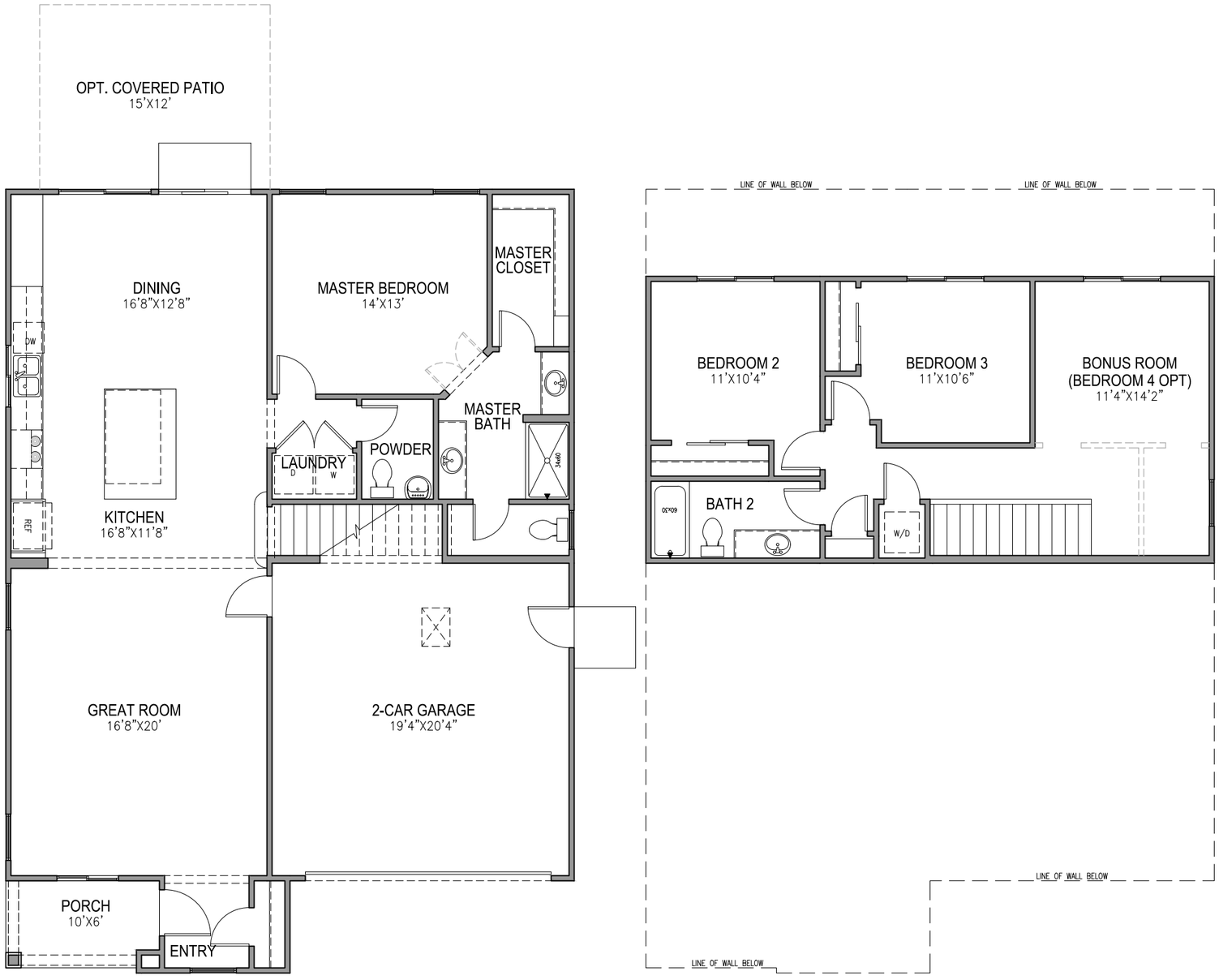


LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"

1814 'C' ELEVATIONS

JMC HOMES

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Roseville, California



FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

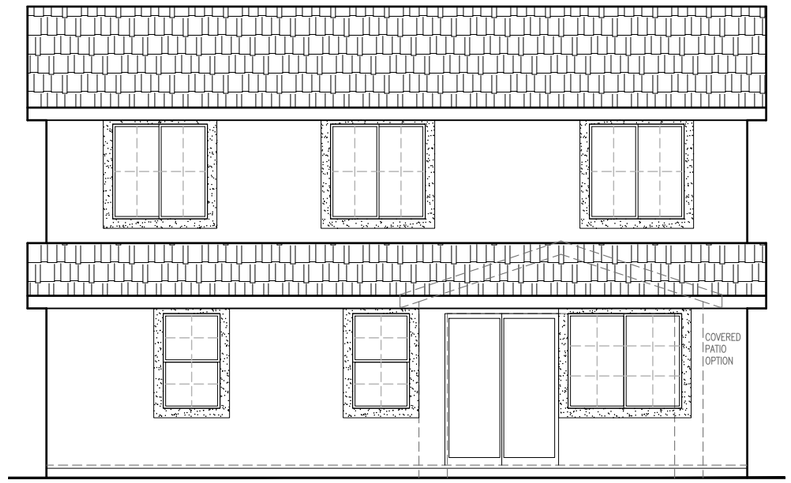
1964 FLOOR PLAN

JMC HOMES

John Mourier Construction Inc.
Roseville, California

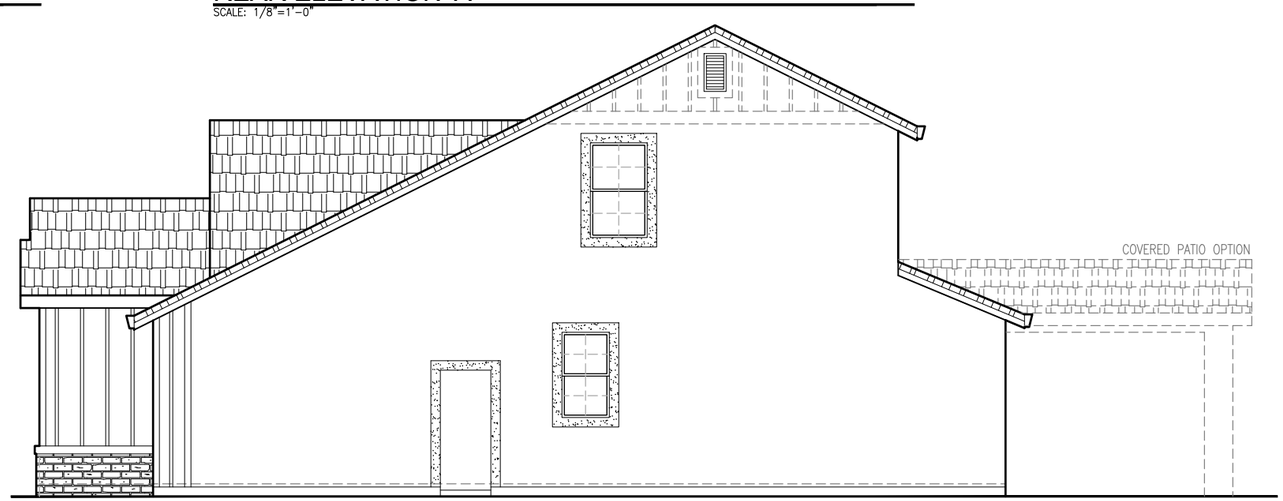


FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"

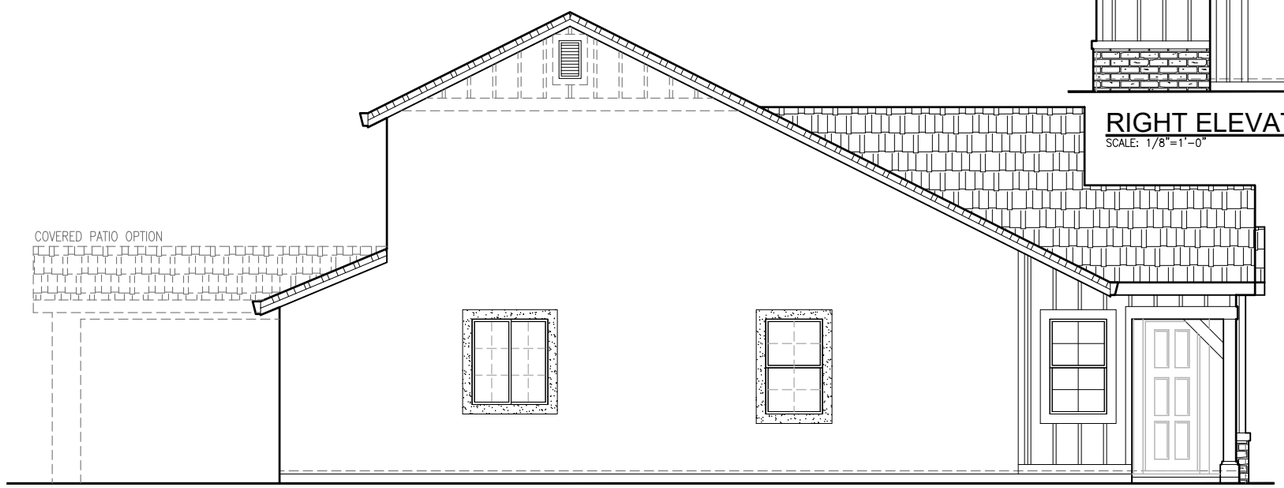


REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

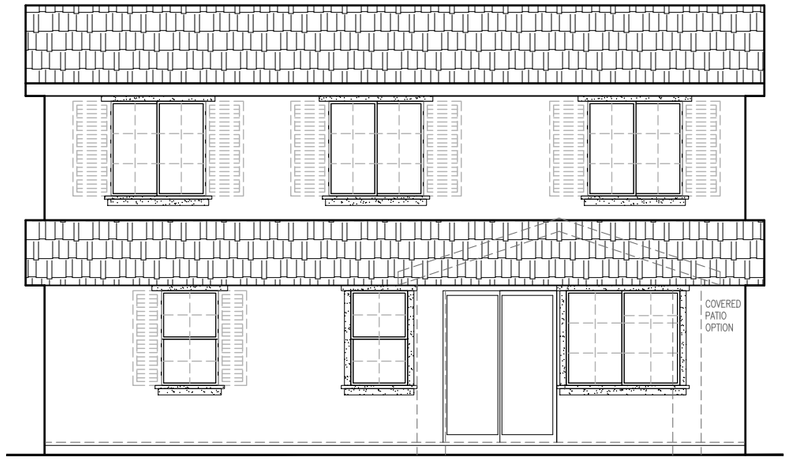
1964 'A' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California

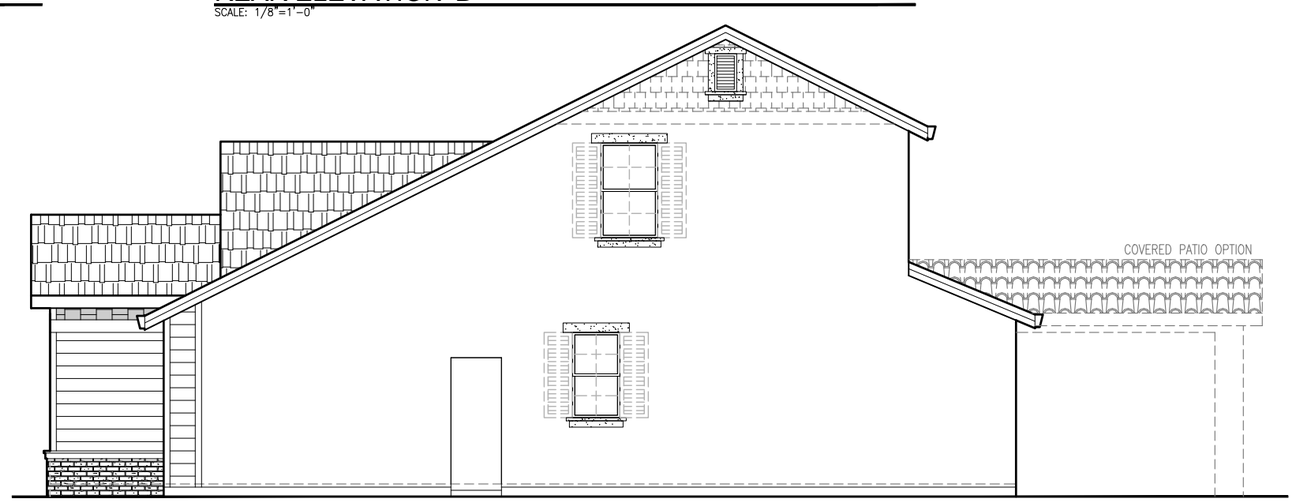


FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"

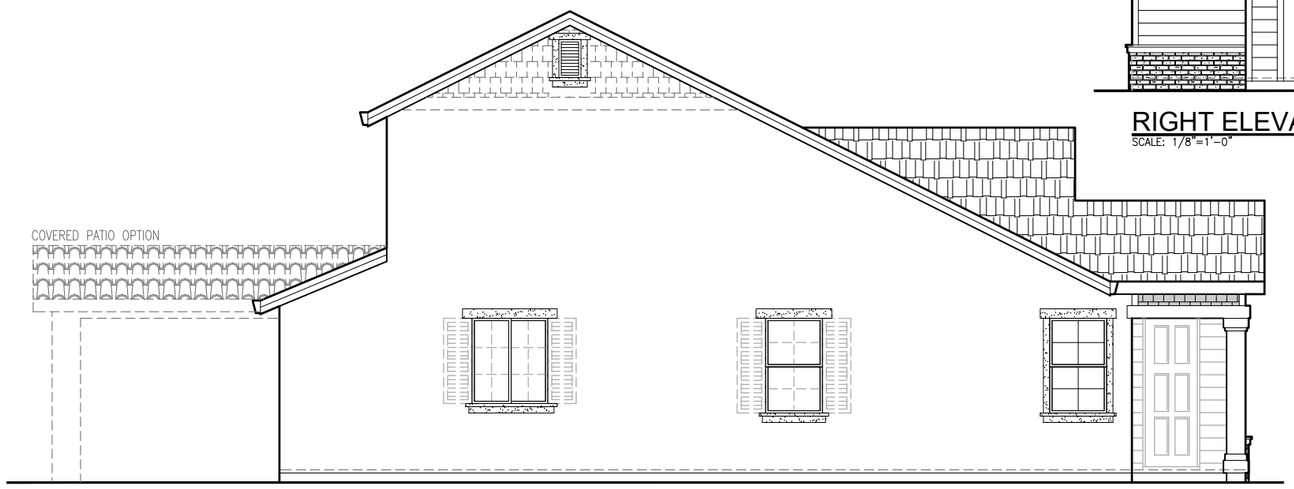


REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

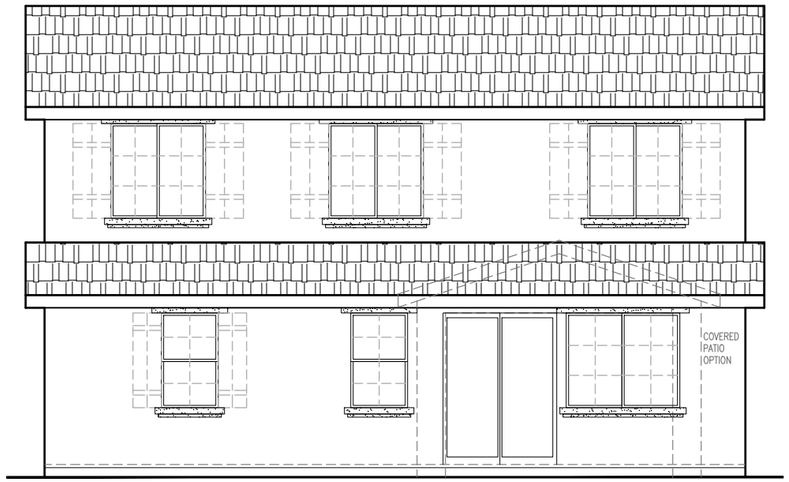
1964 'B' ELEVATIONS

JMC HOMES

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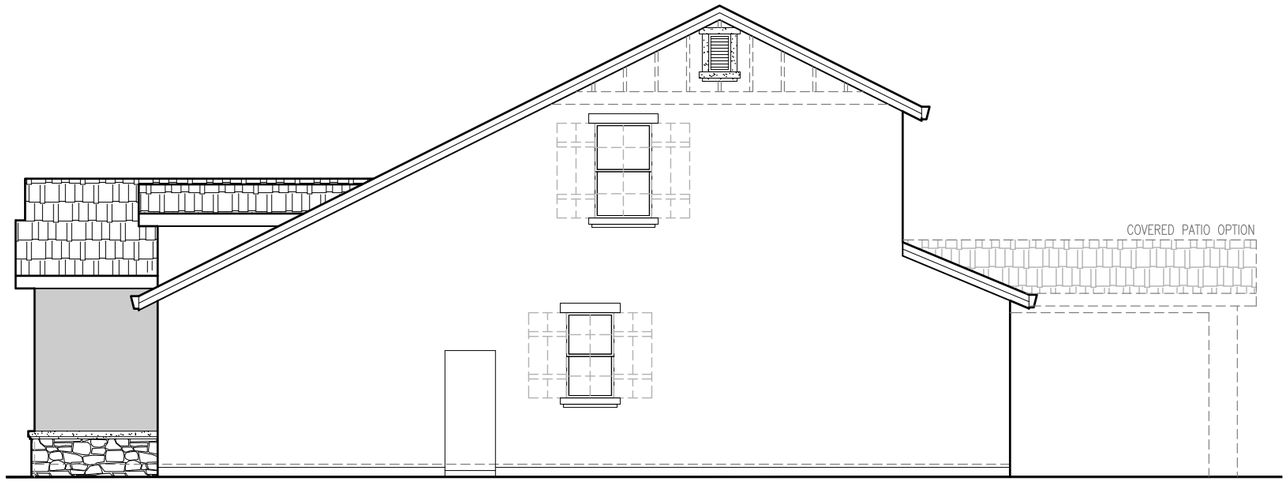


FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"

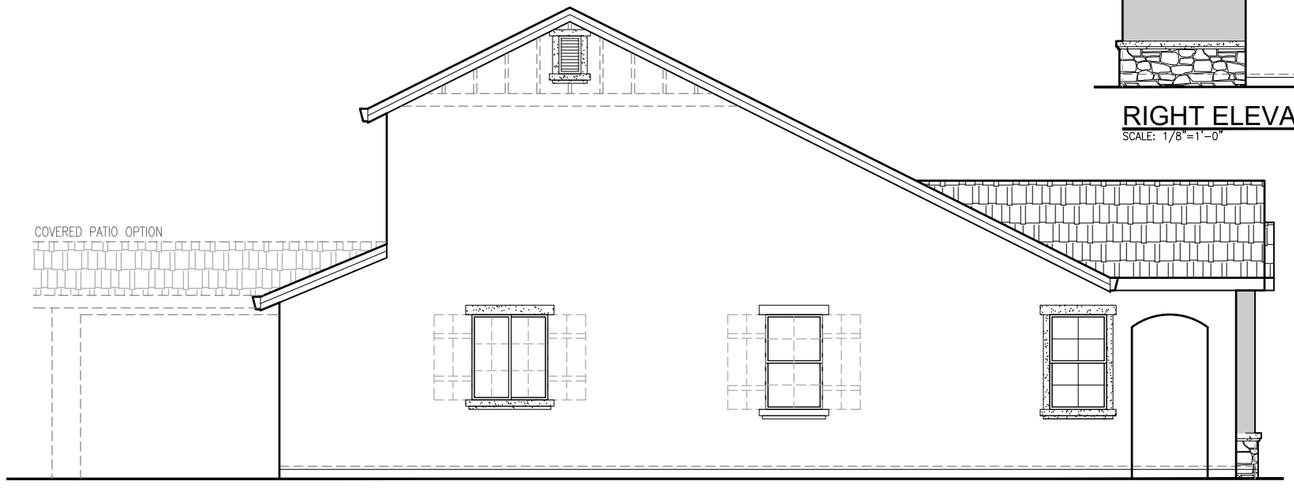


REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"

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RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

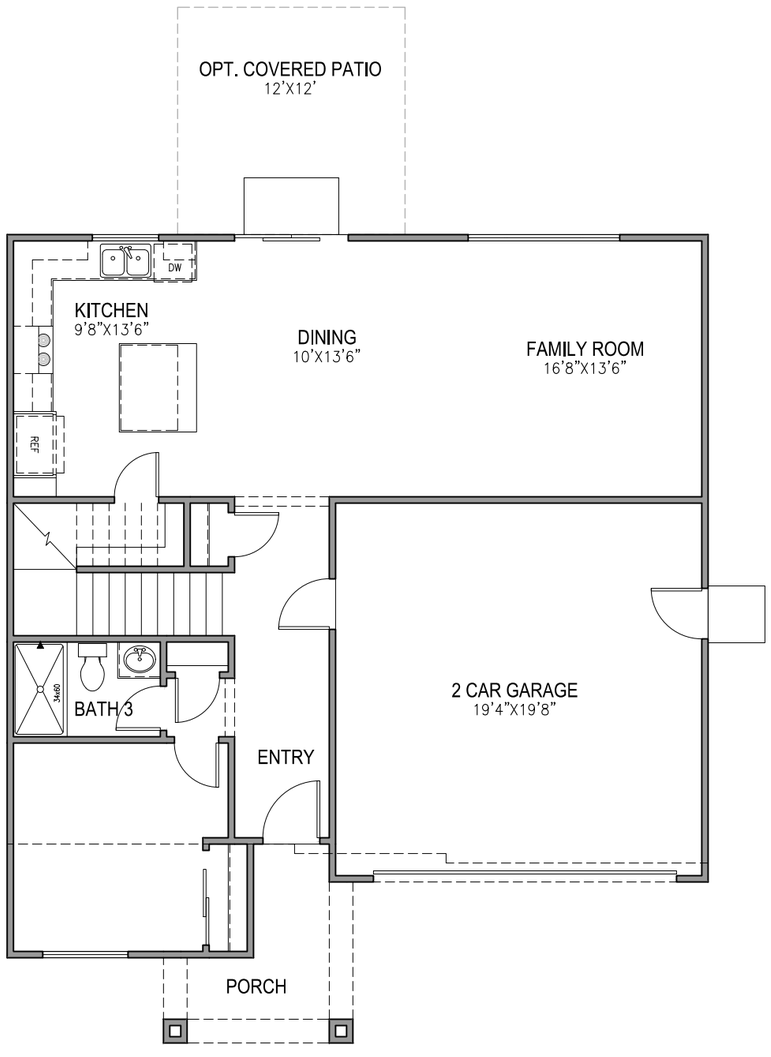


LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"

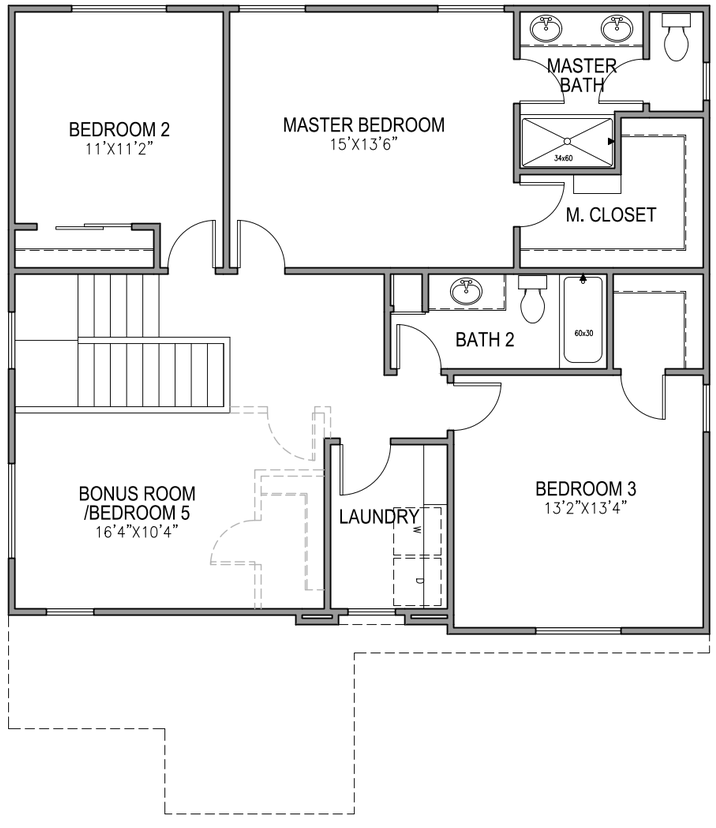
1964 'C' ELEVATIONS

JMC HOMES

John Mourier Construction Inc.
Roseville, California



FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



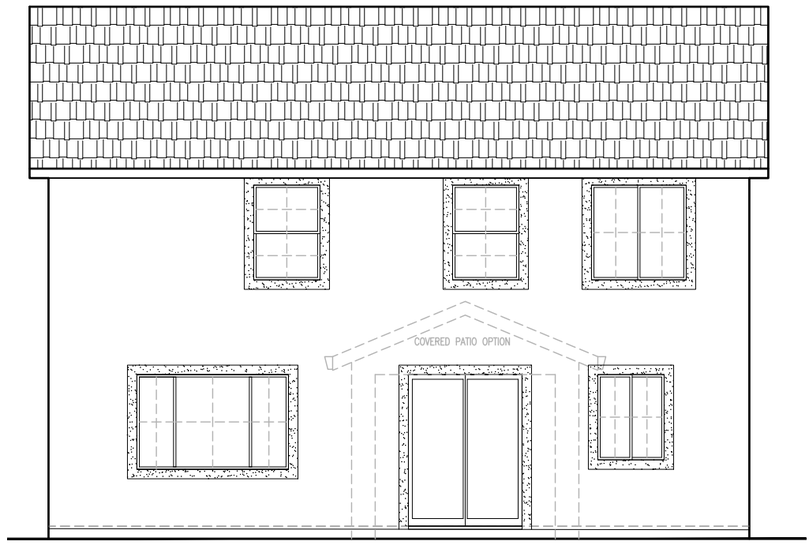
SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

2051 FLOOR PLAN

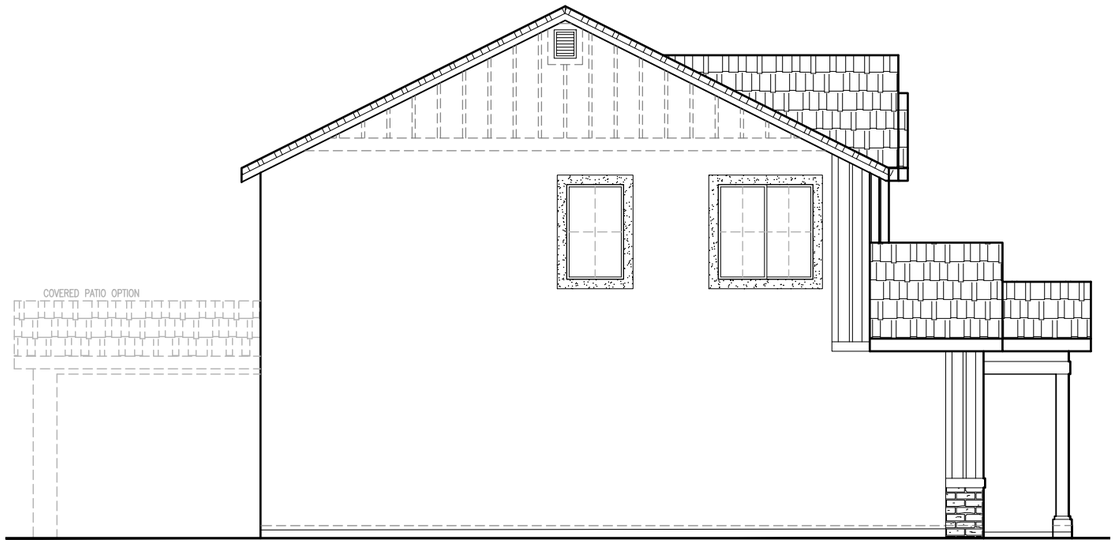
JMC HOMES
John Mourier Construction Inc.
Roseville, California



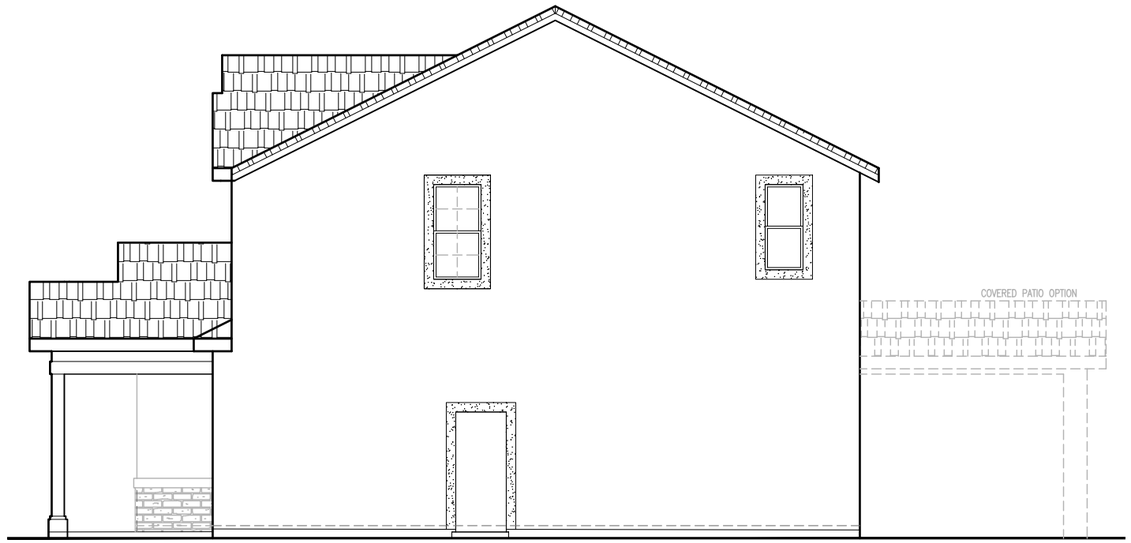
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

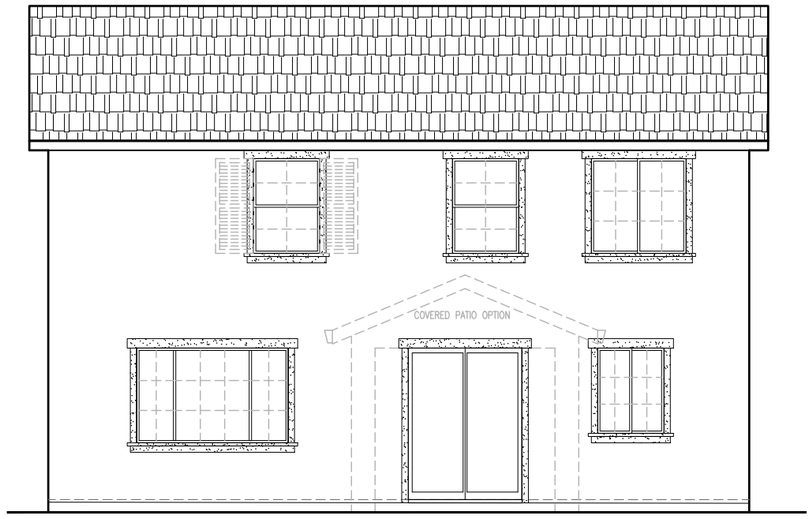
2051 'A' ELEVATIONS

JMC HOMES

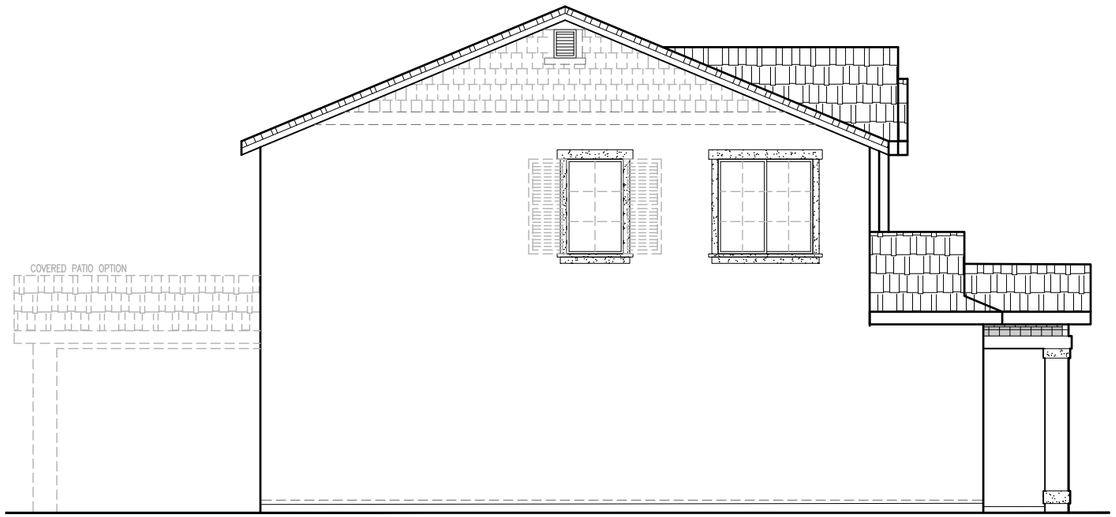
John Mourier Construction Inc.
Roseville, California



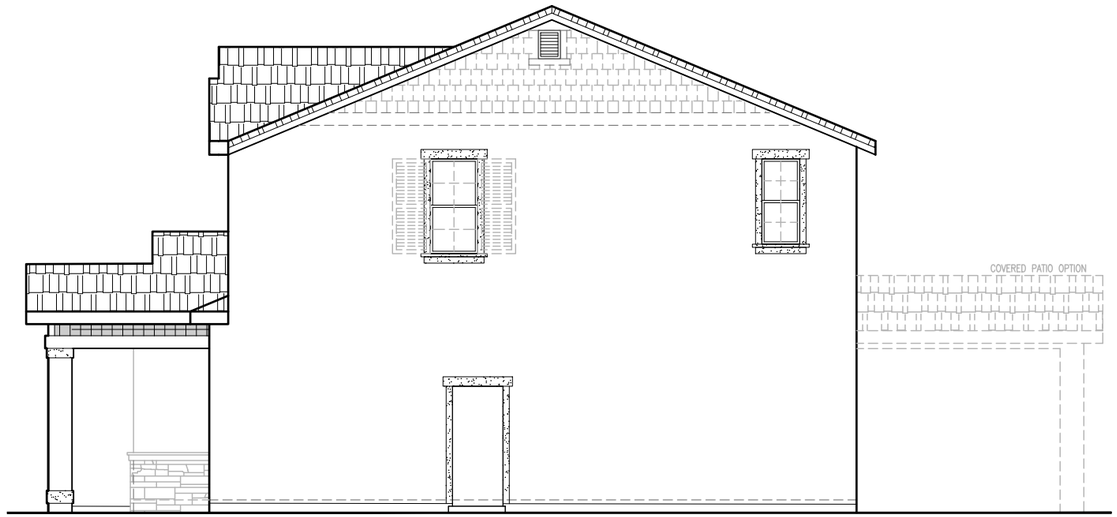
FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

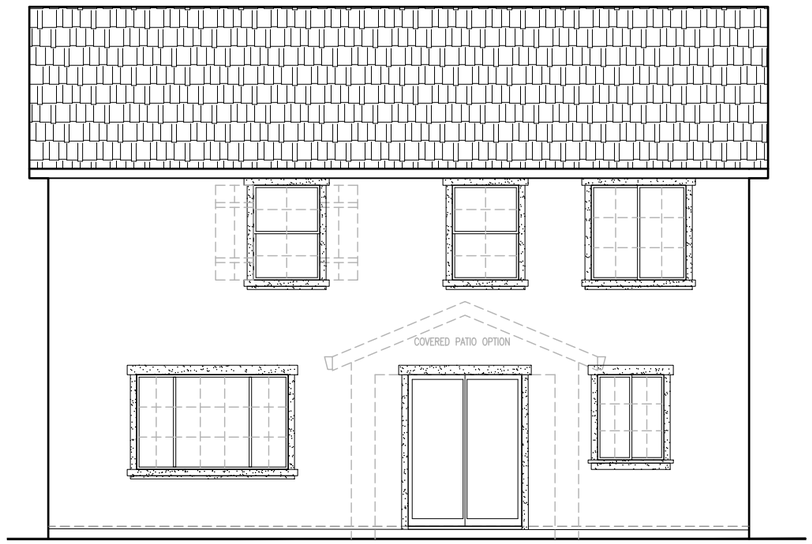
2051 'B' ELEVATIONS

JMC HOMES

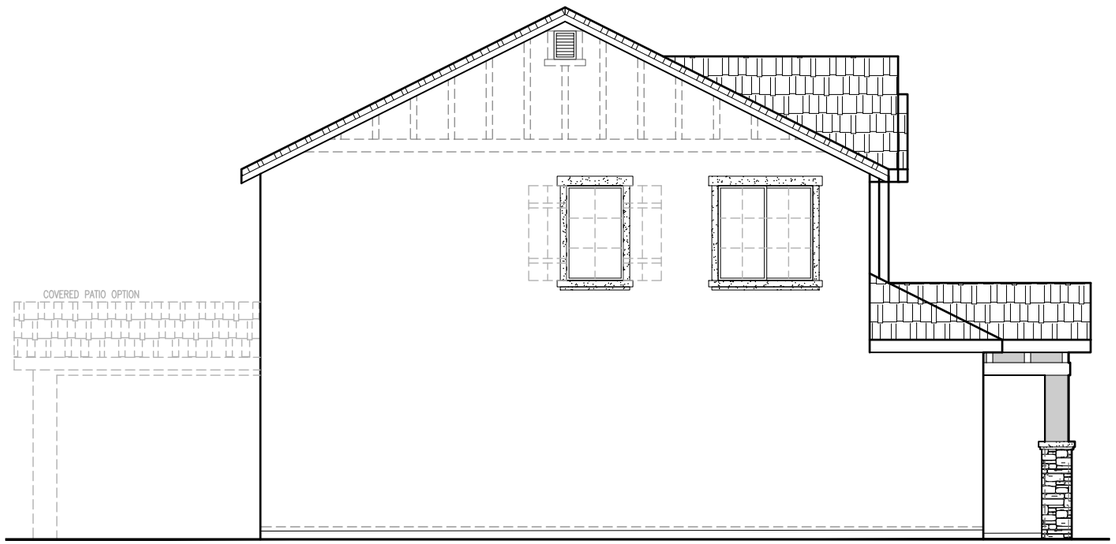
John Mourier Construction Inc.
Roseville, California



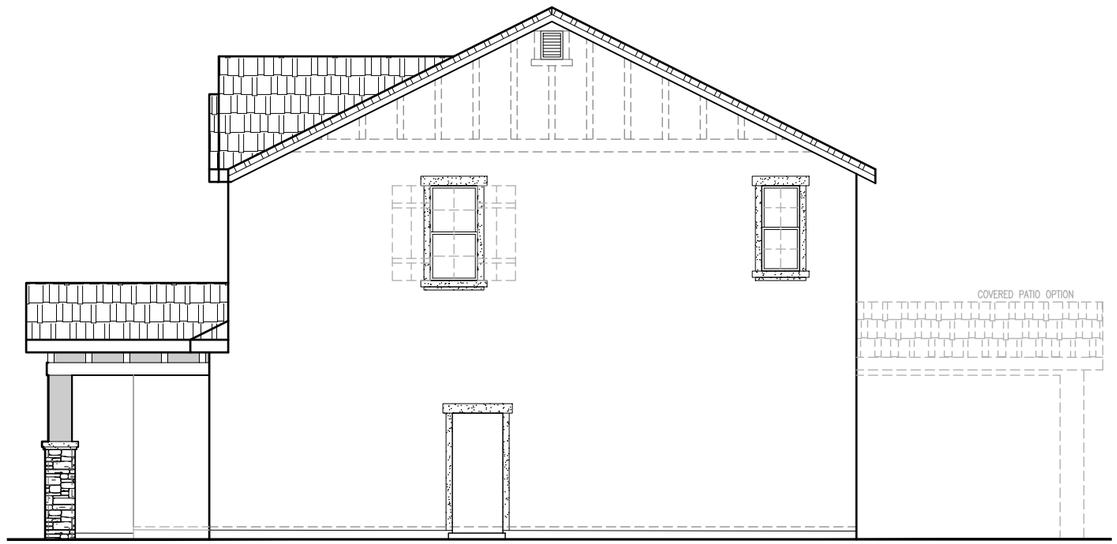
FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"



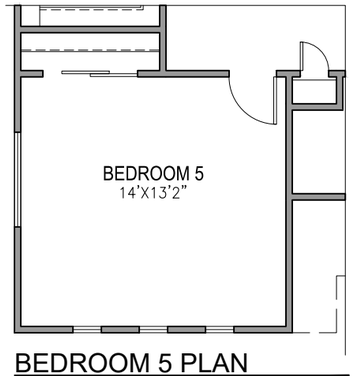
RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

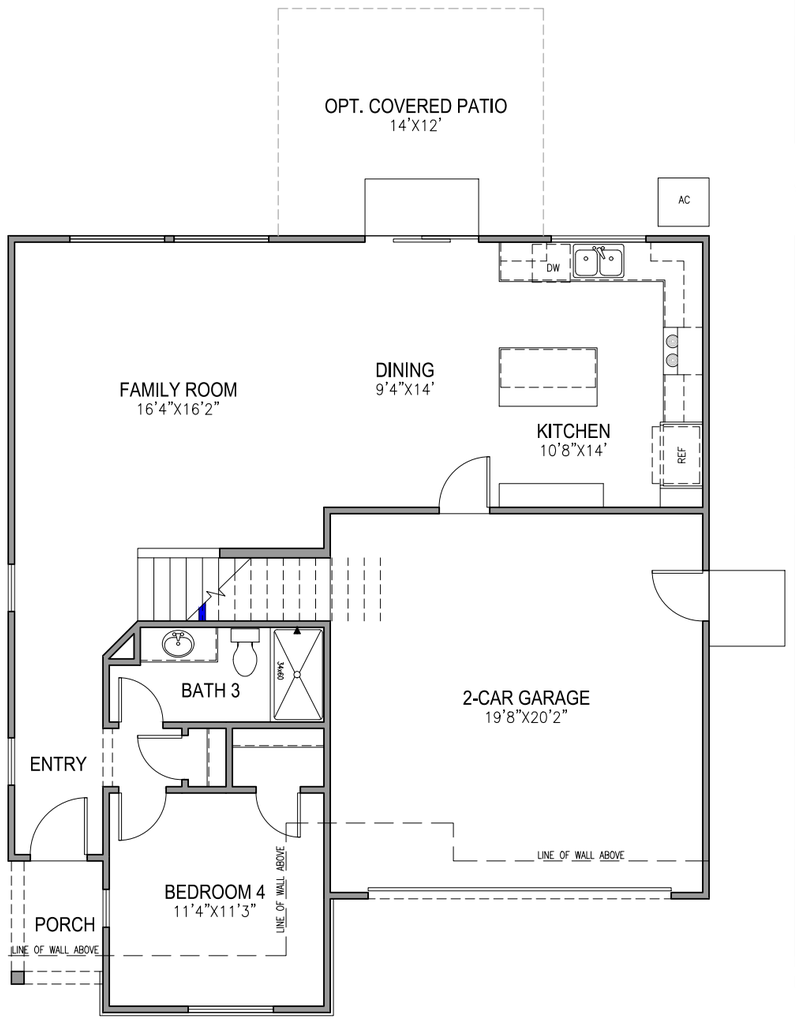
2051 'C' ELEVATIONS

JMC HOMES

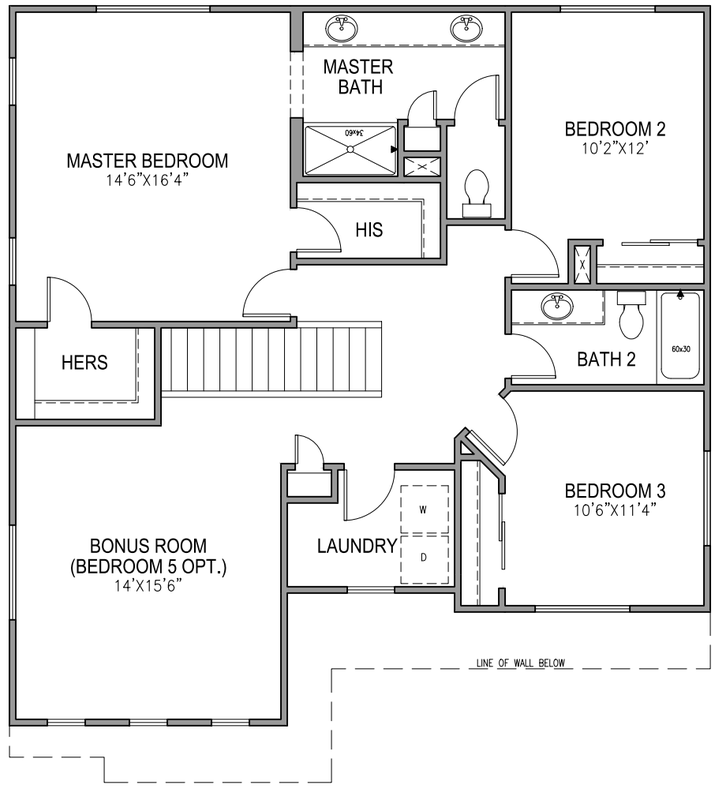
John Mourier Construction Inc.
Roseville, California



BEDROOM 5 PLAN
SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



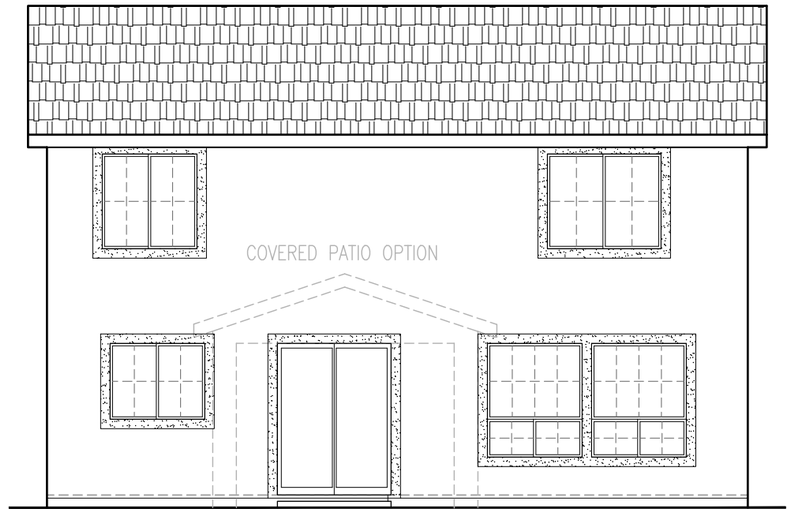
SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

2184 FLOOR PLAN

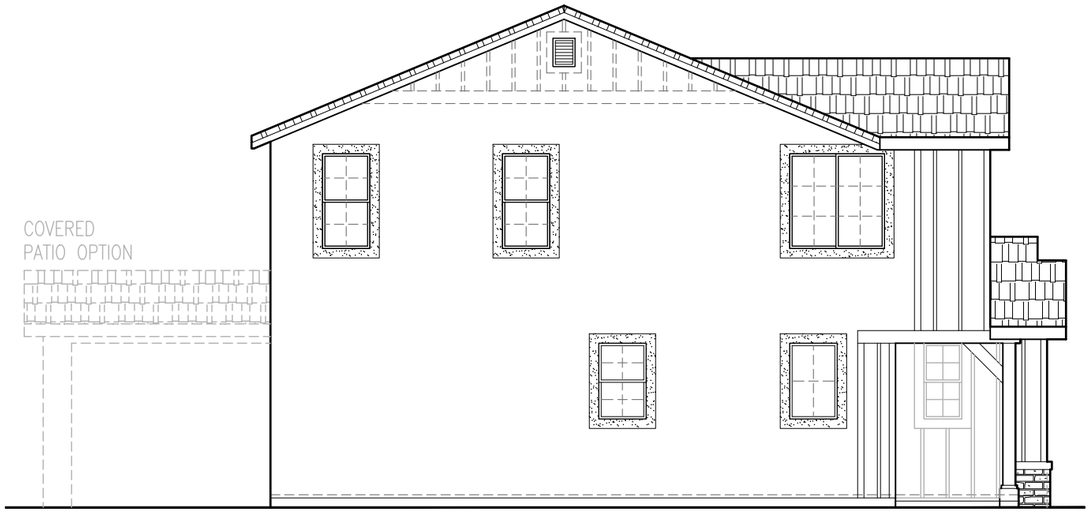
JMC HOMES
John Mourier Construction Inc.
Roseville, California



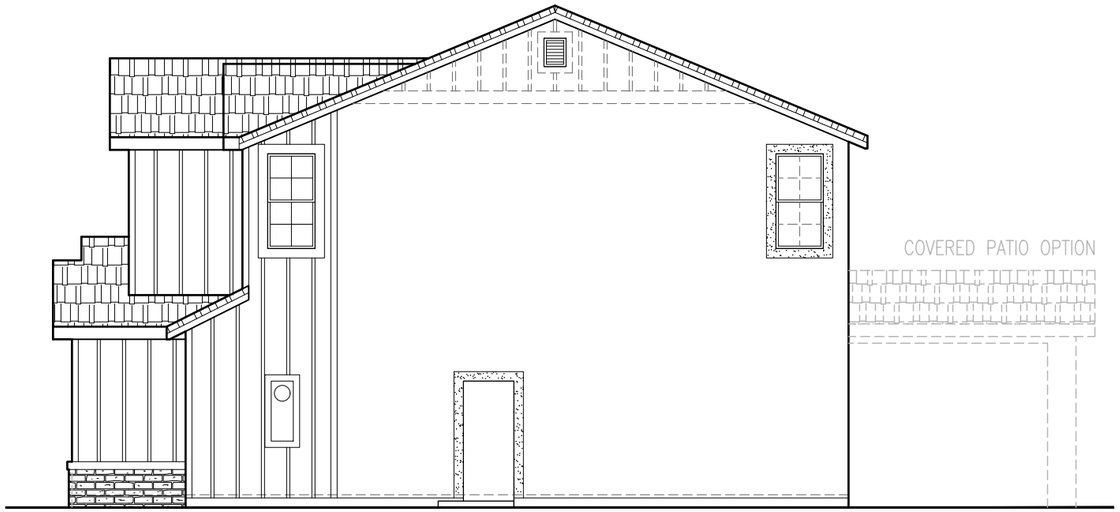
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

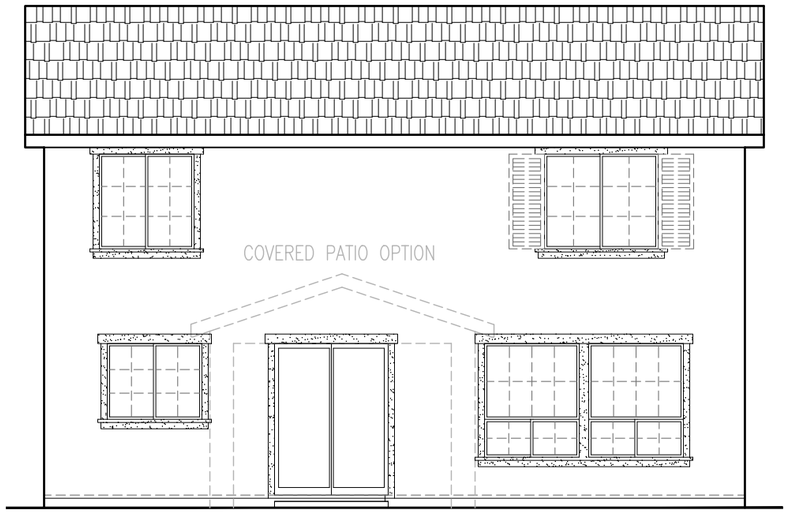
2184 'A' ELEVATIONS

JMC HOMES

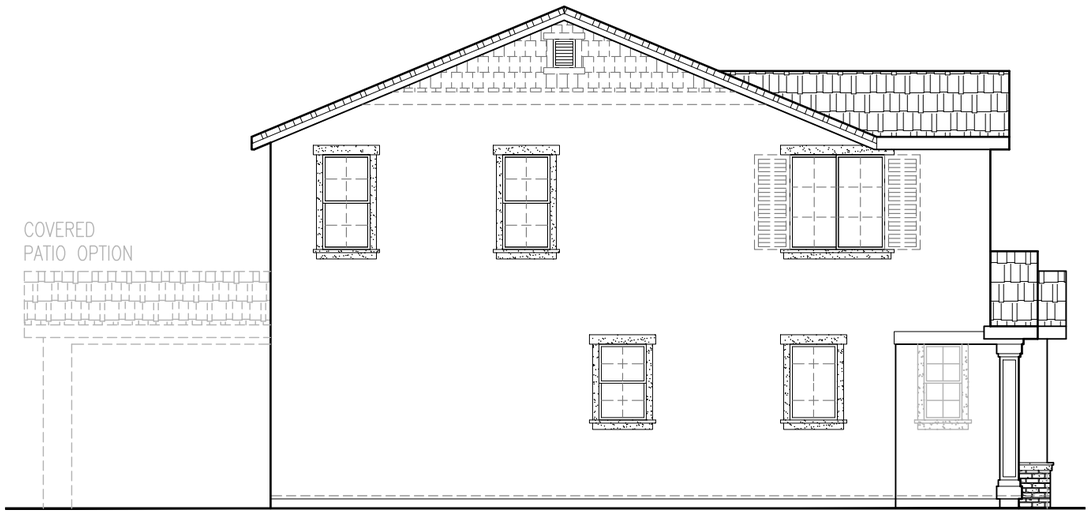
John Mourier Construction Inc.
Roseville, California



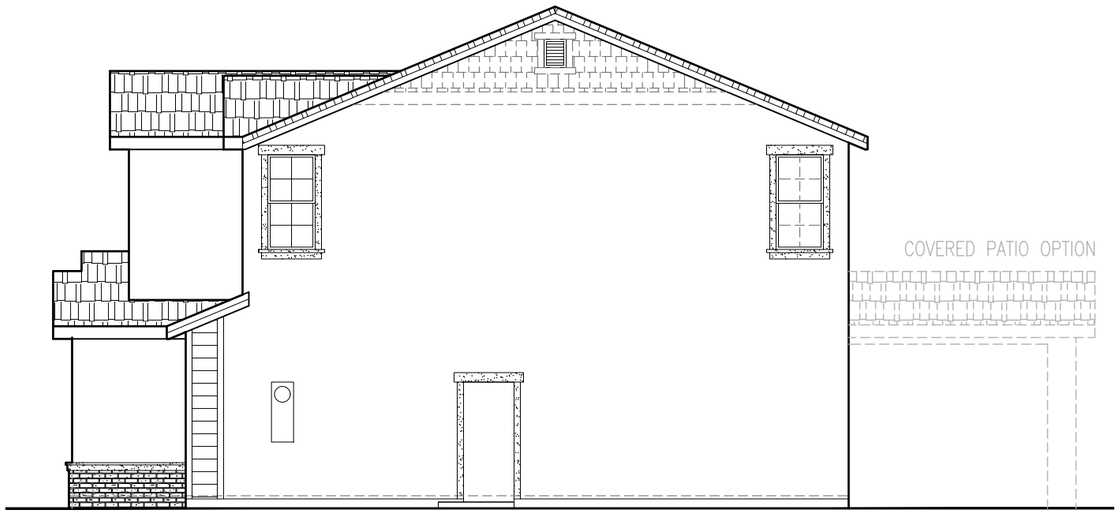
FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"

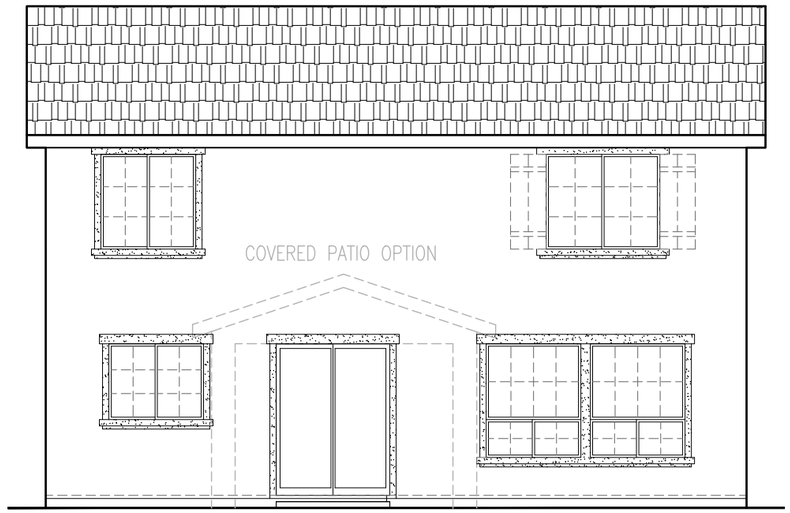
SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

2184 'B' ELEVATIONS

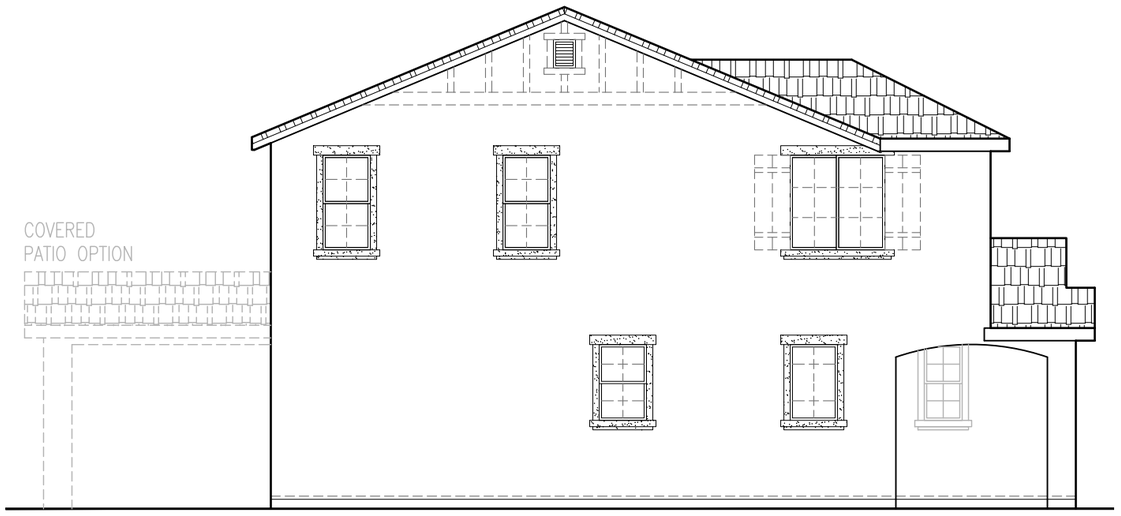
JMC HOMES
John Mourier Construction Inc.
Roseville, California



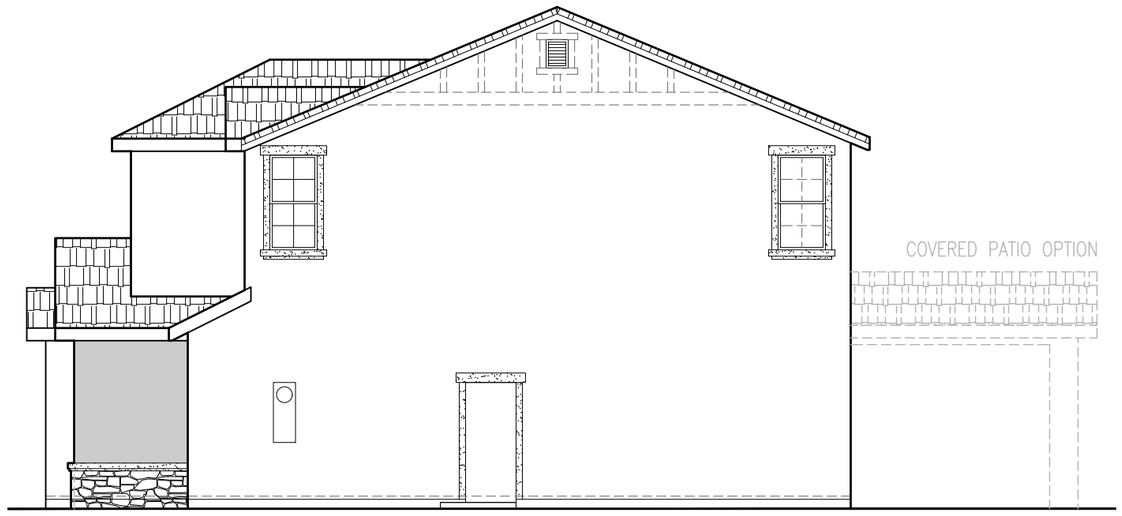
FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"



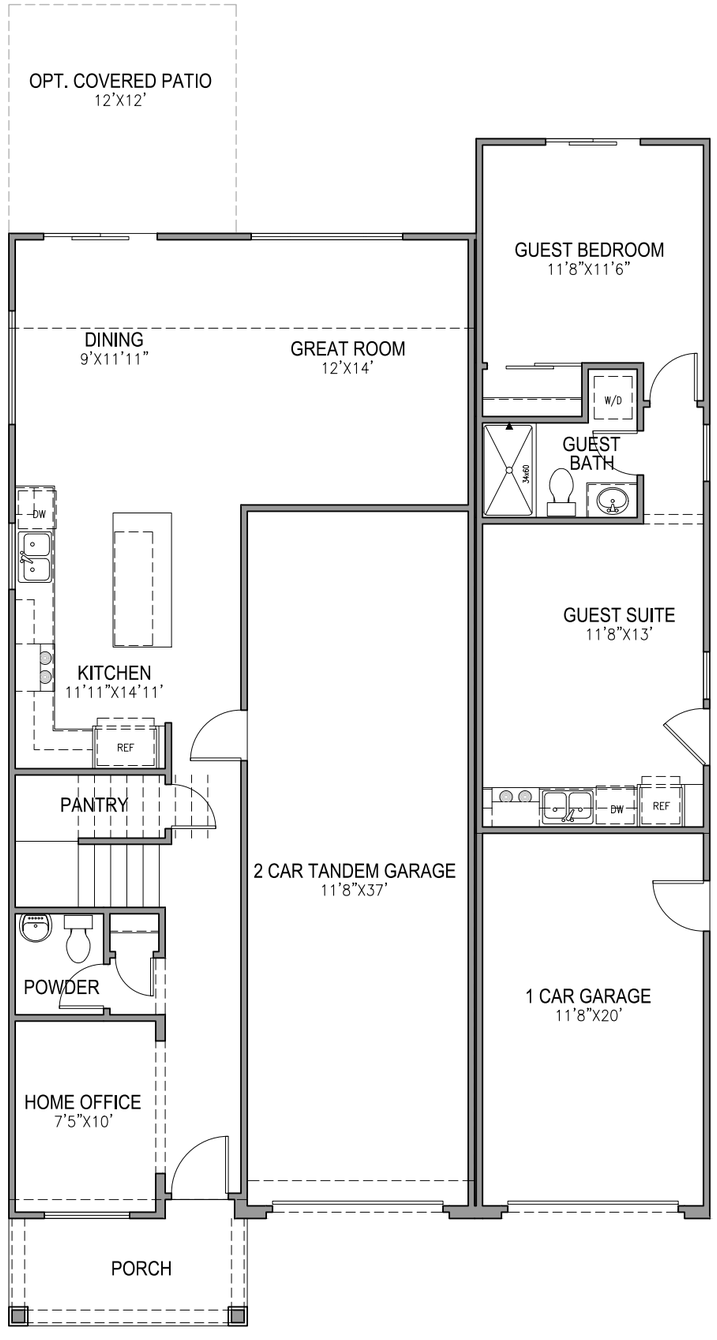
RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

2184 'C' ELEVATIONS

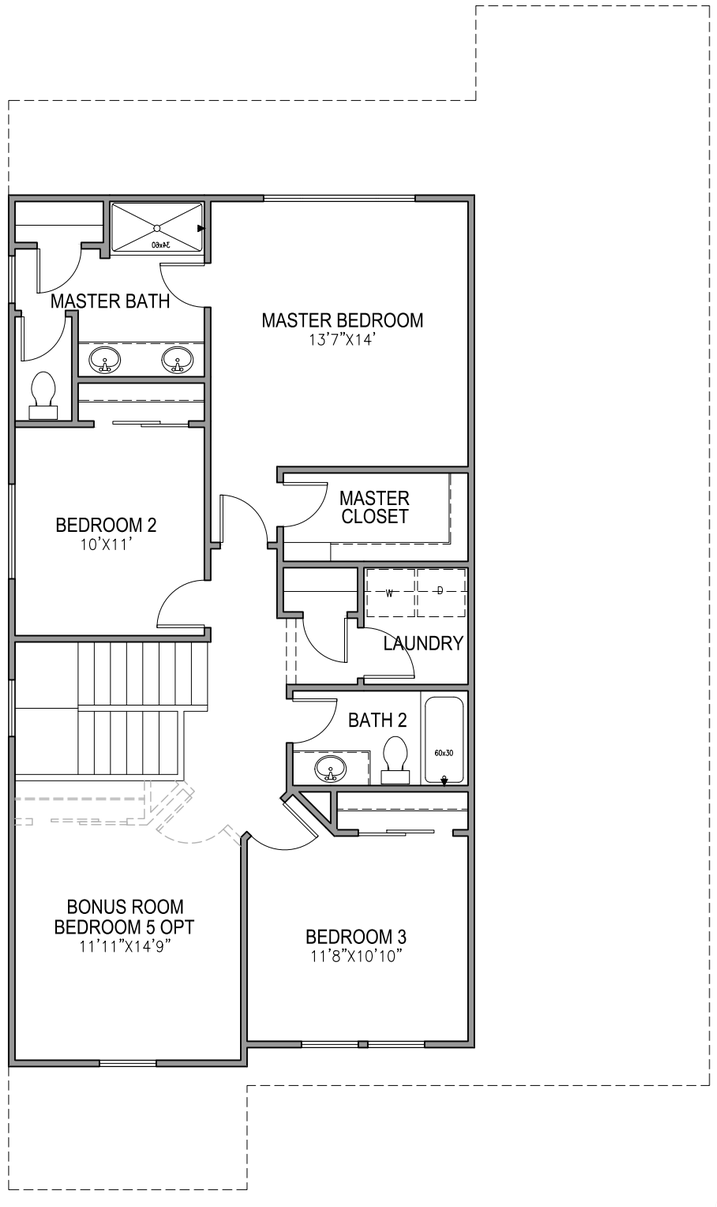
JMC HOMES

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Roseville, California



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"



SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"

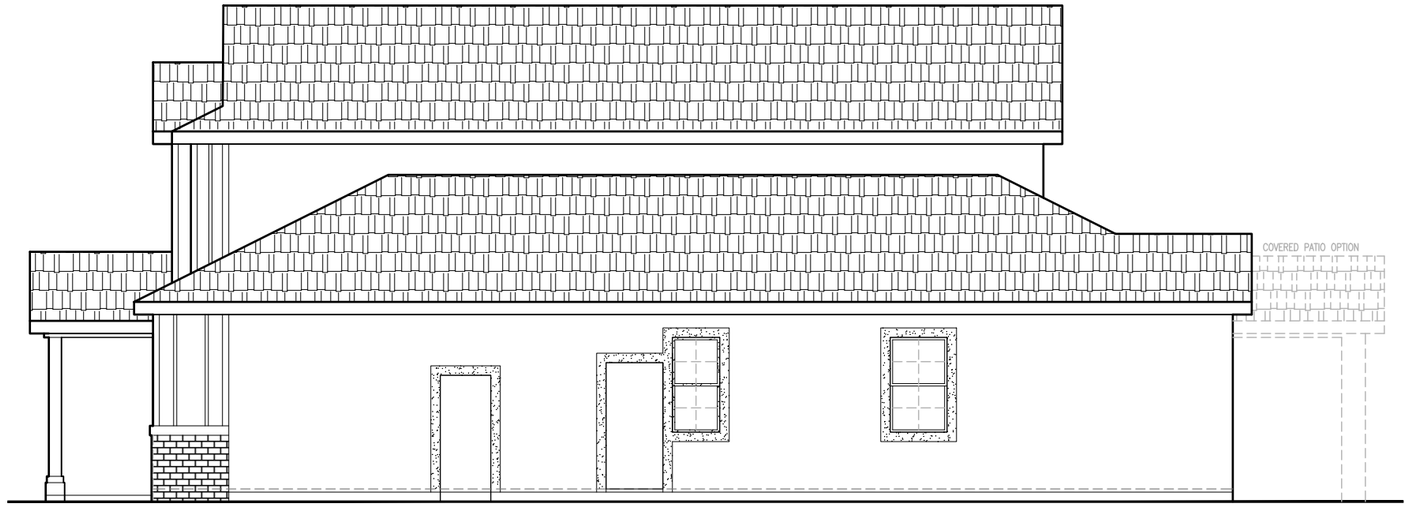
2340 FLOOR PLAN

JMC HOMES

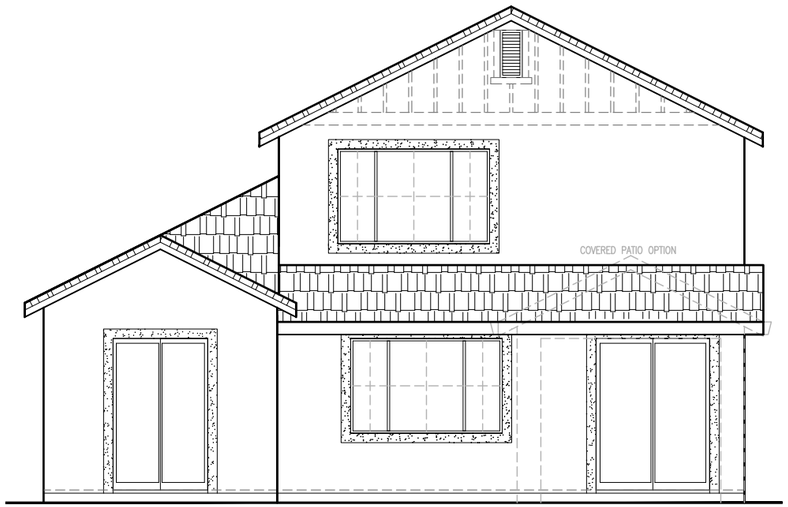
John Mourier Construction Inc.
Roseville, California



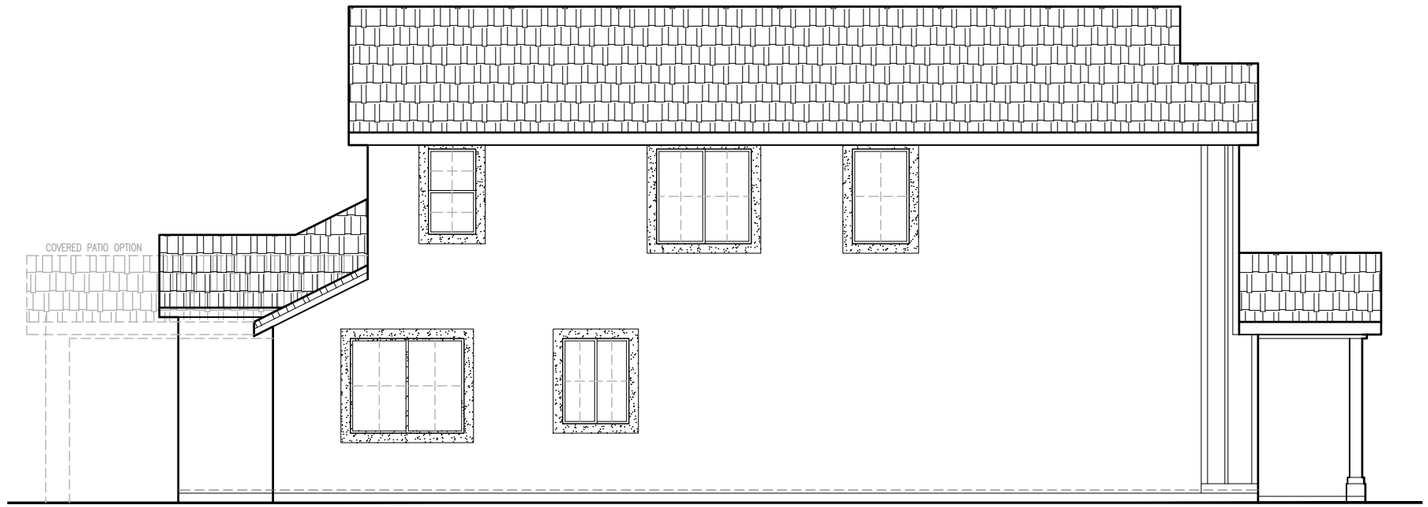
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

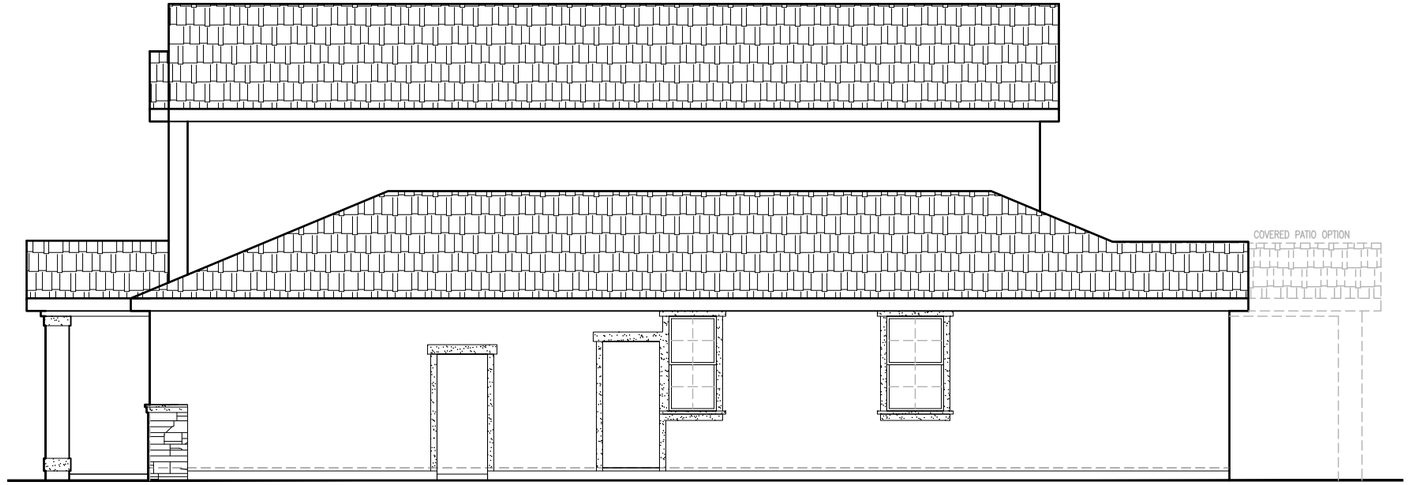
2340 'A' ELEVATIONS

JMC HOMES

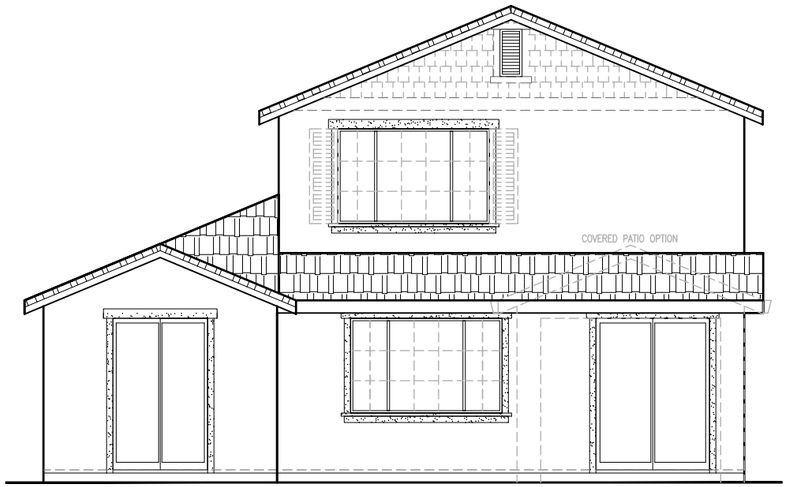
John Mourier Construction Inc.
Roseville, California



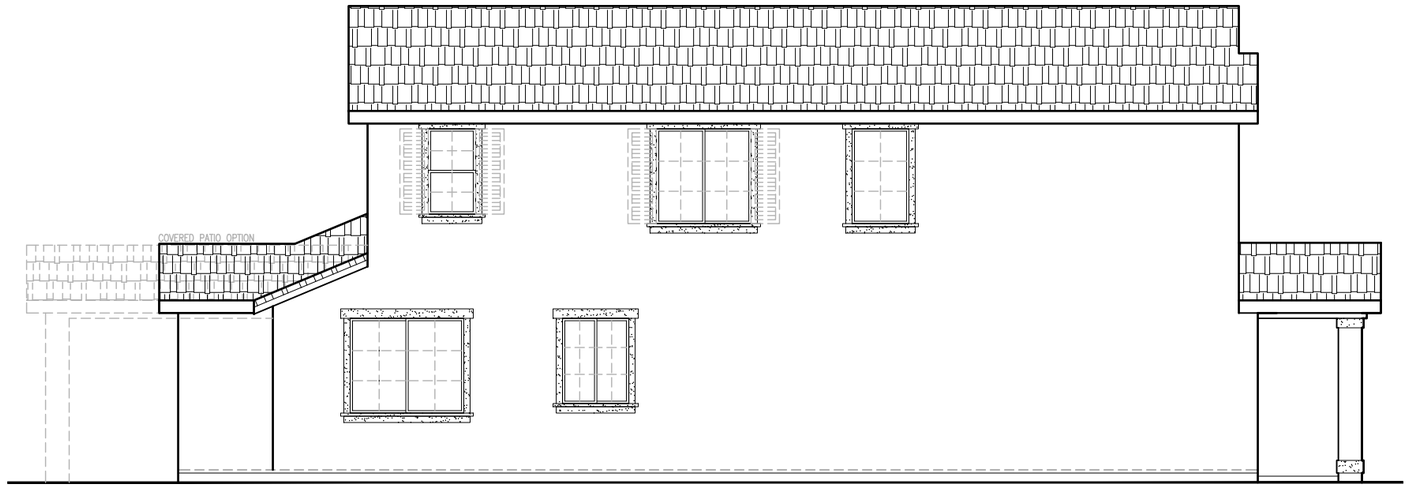
FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"

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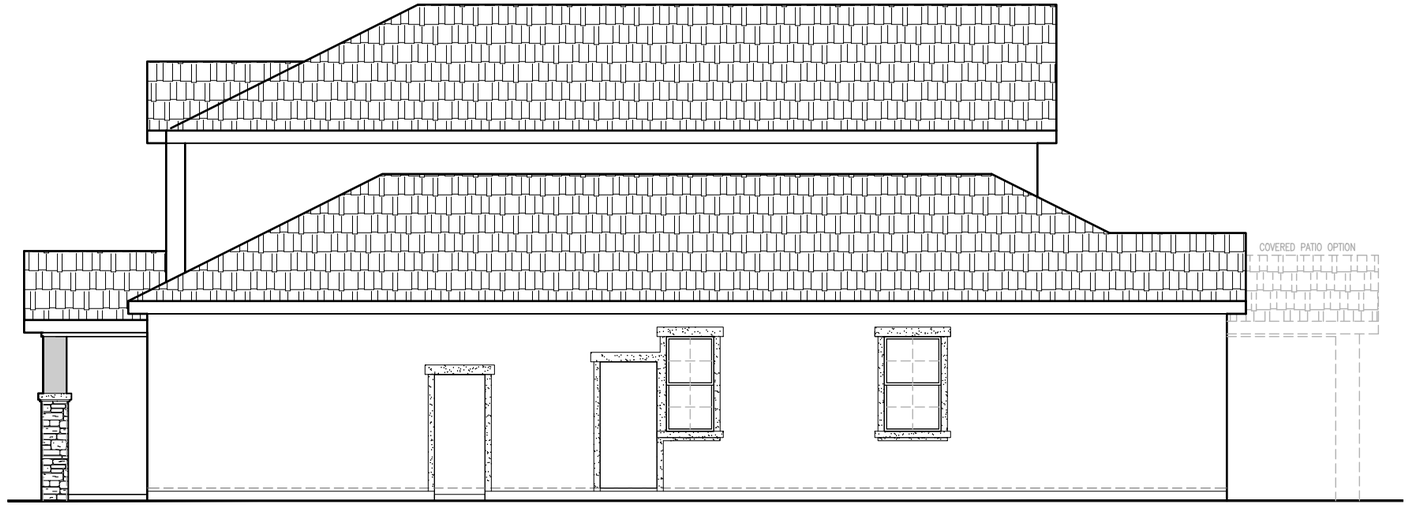
2340 'B' ELEVATIONS

JMC HOMES

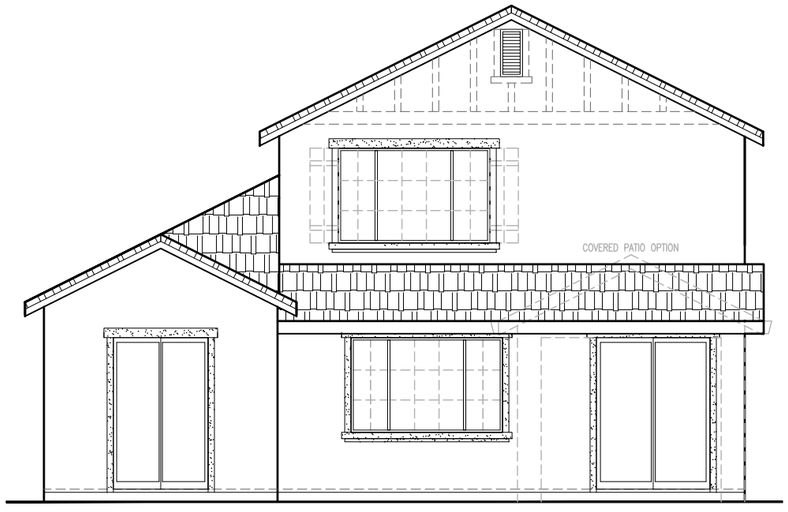
John Mourier Construction Inc.
Roseville, California



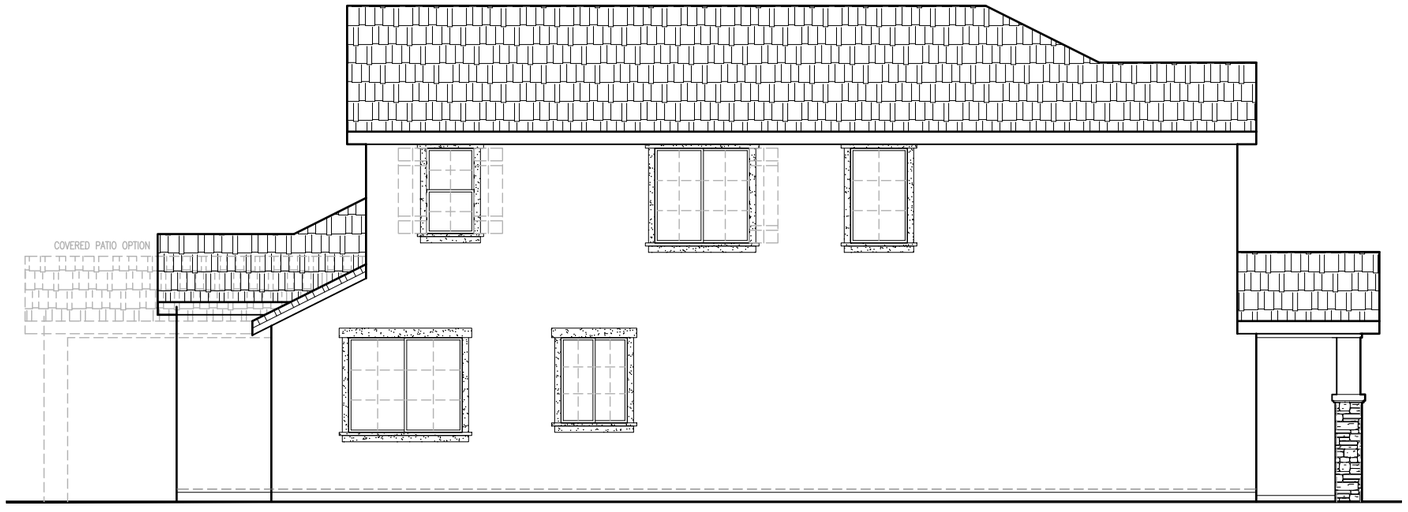
FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"

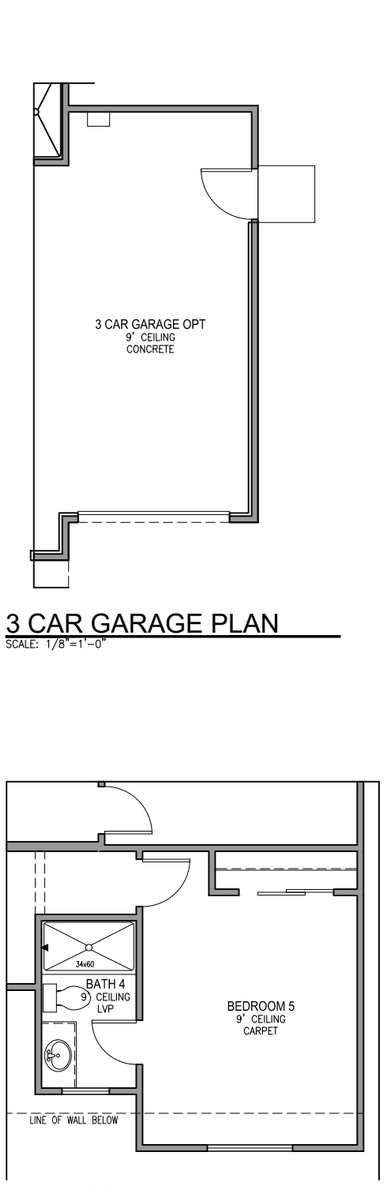
SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

2340 'C' ELEVATIONS

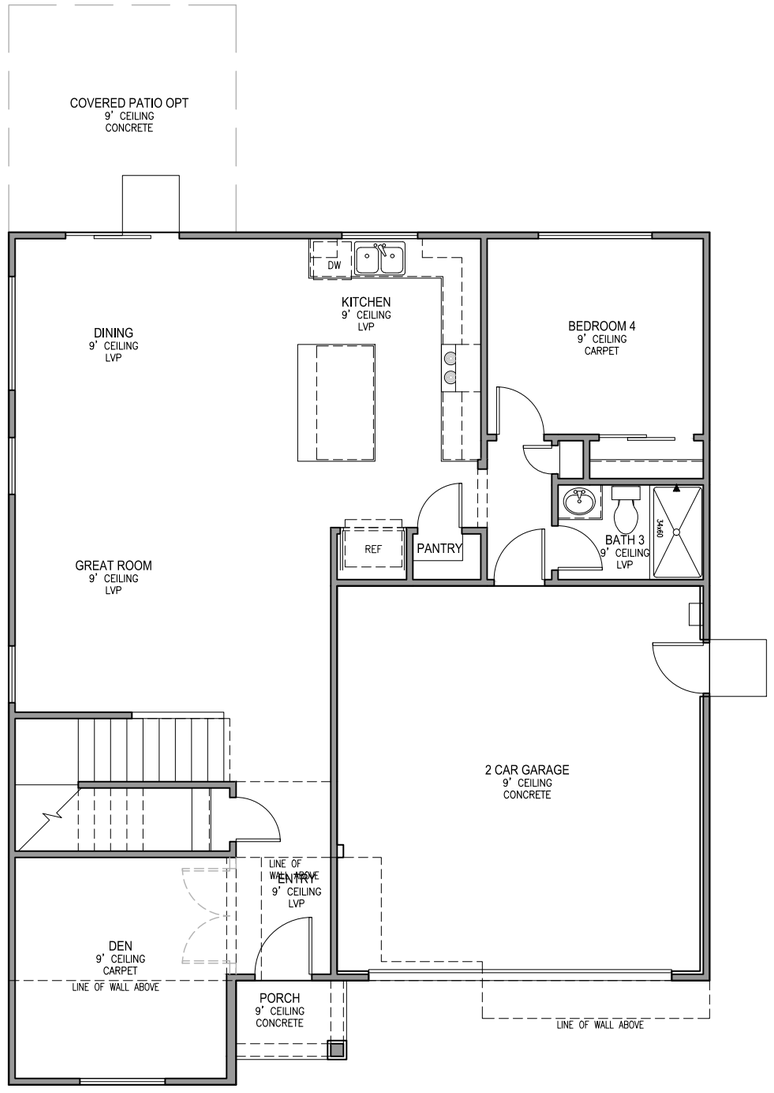
JMC HOMES

John Mourier Construction Inc.
Roseville, California

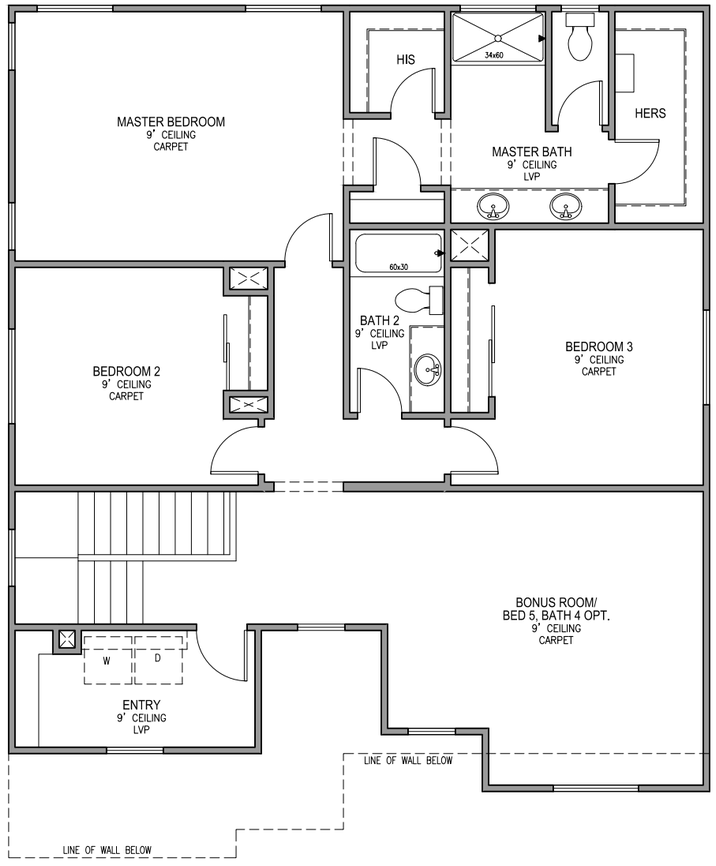
3 CAR GARAGE PLAN
SCALE: 1/8"=1'-0"



BEDROOM 5 PLAN
SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

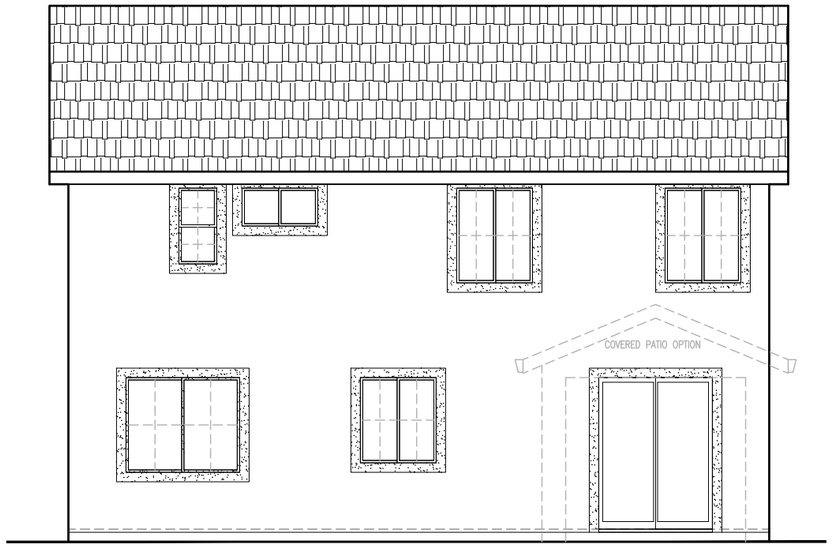
2492 FLOOR PLAN

JMC HOMES

John Mourier Construction Inc.
Roseville, California



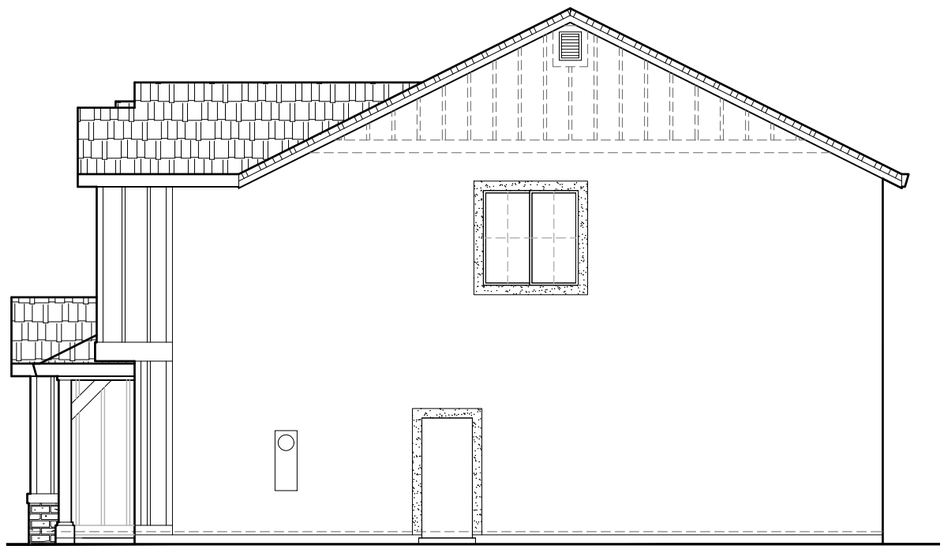
FRONT ELEVATION 'A'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'A'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'A'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

2492 'A' ELEVATIONS

JMC HOMES

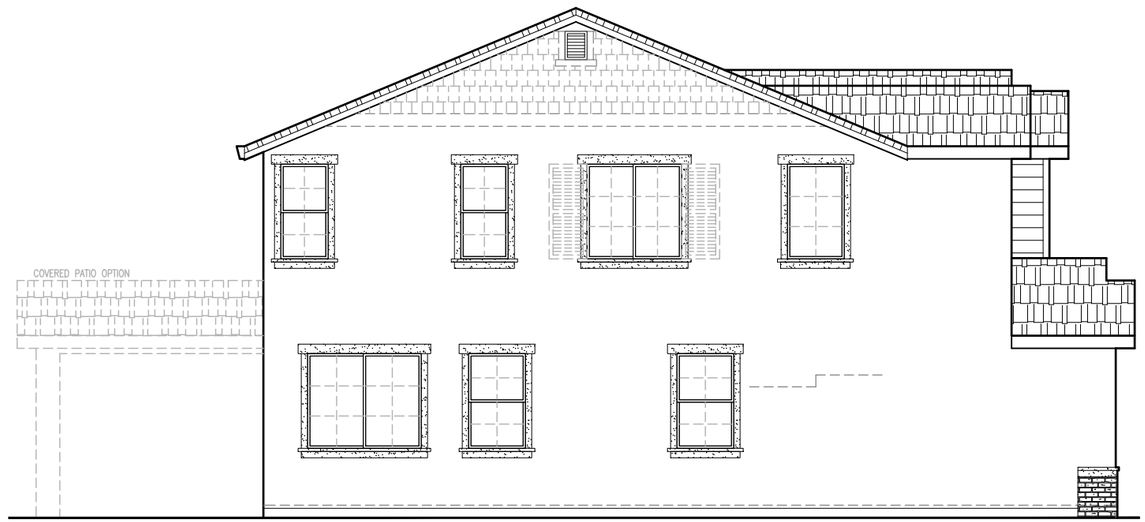
John Mourier Construction Inc.
Roseville, California



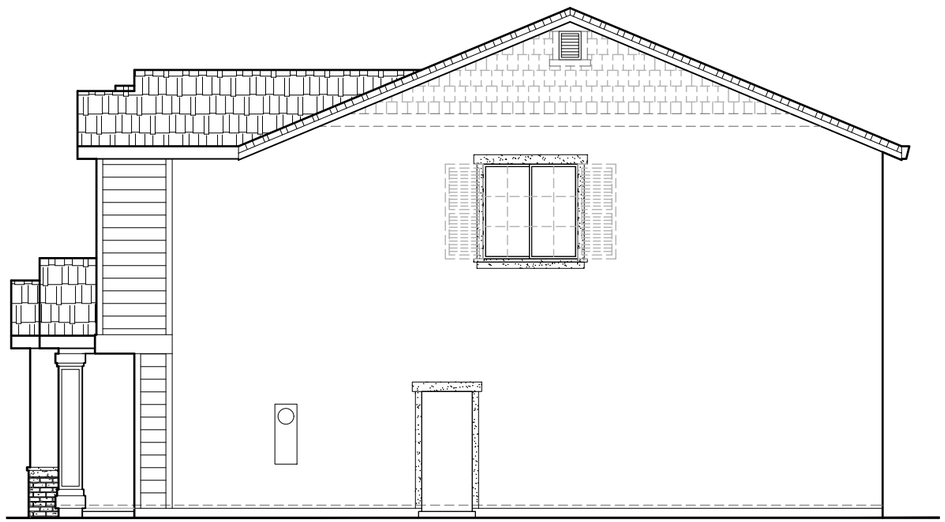
FRONT ELEVATION 'B'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

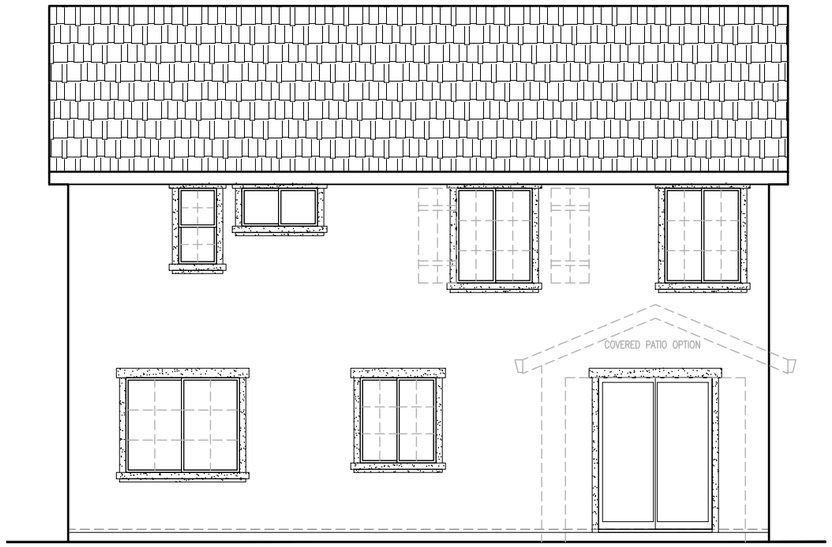
2492 'B' ELEVATIONS

JMC HOMES

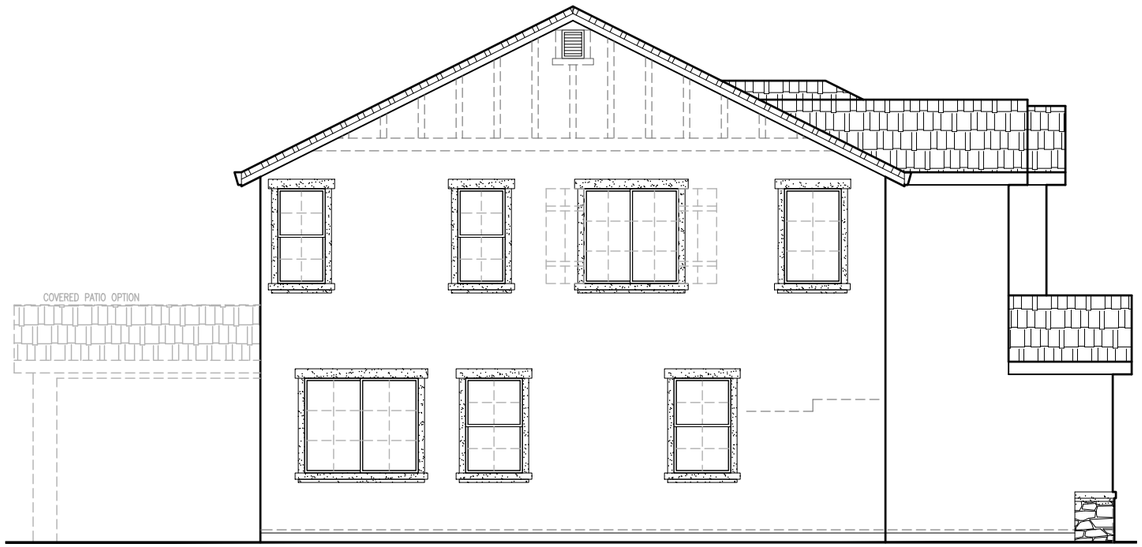
John Mourier Construction Inc.
Roseville, California



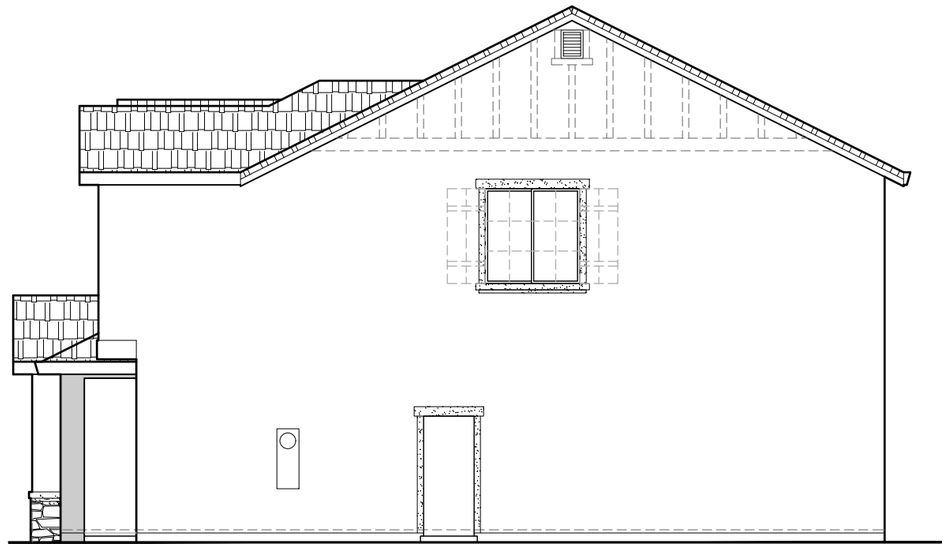
FRONT ELEVATION 'C'
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'C'
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS (DASHED LINES) TO BE SELECTED WHENEVER SIDE IS ADJACENT TO A STREET, OPEN SPACE, OR OTHER PUBLIC LOCATION.

2492 'C' ELEVATIONS

JMC HOMES
John Mourier Construction Inc.
Roseville, California

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

8th ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2008032115, ADOPTED ON MAY 5, 2010)

Project Title/File Number:	SVSP JMC Tentative Map #4; File #PL21-0223
Project Location:	3801 Santucci Boulevard, Roseville, Placer County, CA 95747; The project includes several parcels within the Sierra Vista Specific Plan, which are generally located which are generally north of Baseline Road, west of Upland Drive, south of Pleasant Grove Boulevard, and east of the City of Roseville limits
Project Description:	The proposed project will create 516 single-family residential lots within the Sierra Vista Specific Plan (SVSP) for a subdivision known as JMC Tentative Map #4, as well as reconfigure land use and zoning designations throughout the SVSP. The project changes will The project includes a General Plan Amendment to: move Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); change Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; change Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separate High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23 acres) and reduce the HDR acreage by 0.86 acres; and increase Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres. This will result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP. The project also includes a Specific Plan Amendment to reflect the General Plan land use changes, remove the Mixed-Use overlay from Parcel FD-41, reallocate the affordable unit allocation of 34 middle-income purchase units from CO-20 and four (4) middle-income purchase units on DF-20 to new Parcel FD-32B, and to transfer units among several large lot parcels within the SVSP. A Rezone is requested to align zoning designations with the revised parcels and land use designations. The project also includes Amendments to several Development Agreements to reflect the project changes and reallocation of affordable units. Several additional entitlements are requested to support the development of JMC Tentative Map #4, including a Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map for 516 single-family residential parcels, and a Design Review for Residential Subdivisions to evaluate architecture and modified development standards for Parcels CO-20, CO-21, and CO-22. The overall unit count within the SVSP will remain the same.
Project Applicant:	David Cobbs, Baker Williams Engineering Group
Property Owner:	Mourier Investments LLC

Lead Agency Contact: Shelby Maples, Associate Planner; Phone (916) 746-1347

An Addendum to a previously certified and adopted negative declaration or environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted negative declaration adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the adopted negative declaration for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

Table of Contents

Project Description **4**

Purpose and Scope of Addendum **5**

Initial Study Checklist

I.	Aesthetics	**10**
II.	Agricultural & Forestry Resources	**12**
III.	Air Quality	**14**
IV.	Biological Resources	**15**
V.	Cultural Resources	**17**
VI.	Energy	**18**
VII.	Geology and Soils	**18**
VIII.	Greenhouse Gases	**22**
IX.	Hazards and Hazardous Materials	**23**
X.	Hydrology and Water Quality	**25**
XI.	Land Use and Planning	**27**
XII.	Mineral Resources	**29**
XIII.	Noise	**30**
XIV.	Population and Housing	**32**
XV.	Public Services	**33**
XVI.	Recreation	**35**
XVII.	Transportation	**36**
XVIII.	Tribal Cultural Resources	**38**
XIX.	Utilities and Service Systems	**40**
XX.	Wildfire	**42**
XXI.	Mandatory Findings of Significance	**44**

Environmental Determination **45**

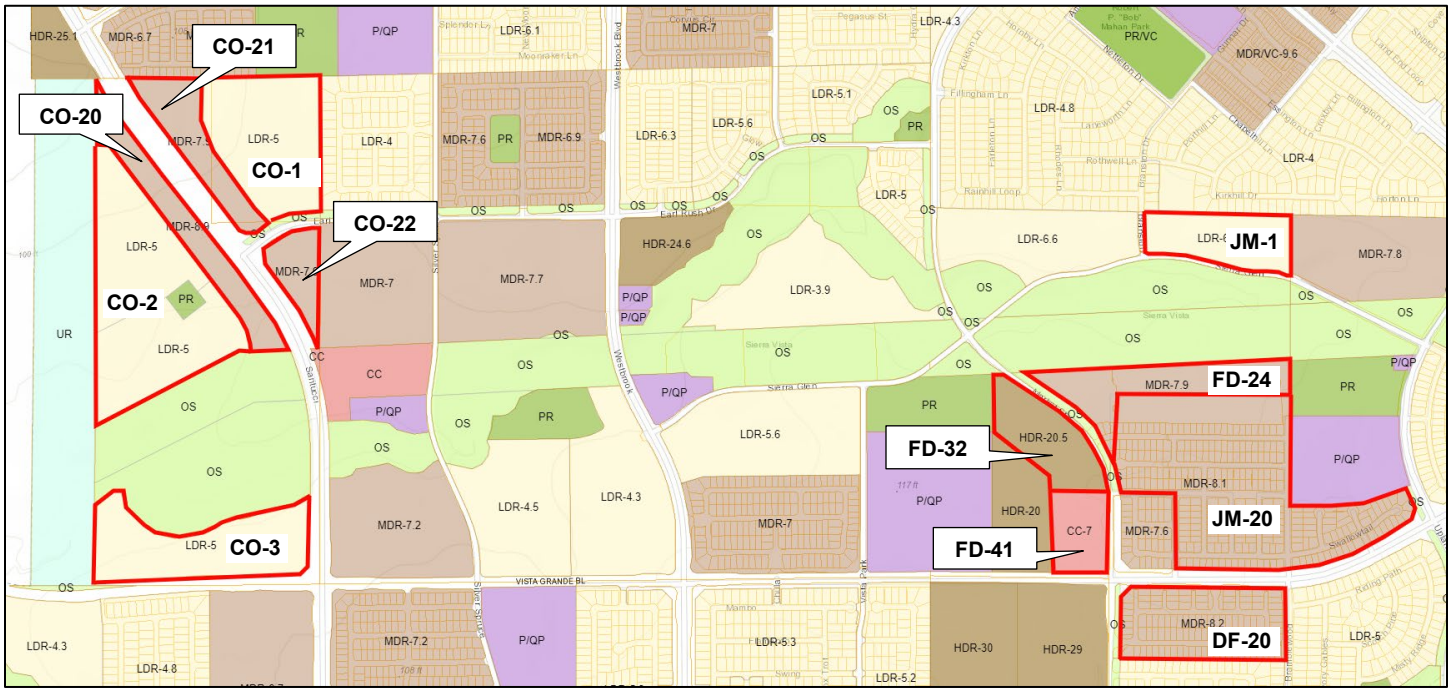
Attachments **45**

PROJECT DESCRIPTION

Project Location

The project address is 3801 Santucci Boulevard. The project site consists of several parcels located within a portion of the Sierra Vista Specific Plan (SVSP), which are generally north of Baseline Road, west of Upland Drive, south of Pleasant Grove Boulevard, and east of the City of Roseville limits (see Figure 1).

Figure 1: Project Location (parcels bordered in red)



Background

The SVSP was approved on May 5, 2010 (file #2007PL-044). An Environmental Impact Report (EIR) was certified and a Mitigation Monitoring Program was adopted with the SVSP. The plan area includes 2,064 acres west of Fiddyment Road, north of Baseline Road. The SVSP at a program level anticipated development of the plan area with a mix of residential, commercial, parks and open space land uses. Additionally, Development Agreements with the property owners of the SVSP parcels and the City were entered into to outline development obligations within the SVSP.

Environmental Setting

The project site is undeveloped, and is dominated by relatively flat topography supporting annual grasslands. There are no structures on the properties. No native oak trees or other trees are present on the subject parcels, as the area has historically been grazed and maintained. Existing and new subdivisions under development are located in the vicinity of the project area. The project parcels are generally located adjacent to residential land uses, as well as Open Space and an Urban Reserve parcel.

Proposed Project

The proposed project will create 516 single-family residential lots within the Sierra Vista Specific Plan (SVSP) for a subdivision known as JMC Tentative Map #4, as well as reconfigure land use and zoning designations throughout the SVSP. The project entitlements are discussed below.

General Plan Amendment (GPA) – The project includes a GPA to move Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); change Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; change Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separate High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23 acres) and reduce the HDR acreage by 0.86 acres; and increase Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres. This will result in a net decrease of 27.3 acres of LDR land use and a net increase of 27.3 acres of MDR land use, a net decrease of 0.86 acres of HDR, and a net increase of 0.53 acres of CC within the SVSP.

Specific Plan Amendment (SPA) – The project includes an Amendment to the SVSP to reflect the General Plan land use changes, remove the Mixed-Use overlay from Parcel FD-41, reallocate the affordable unit allocation of 34 middle-income purchase units from CO-20 and four (4) middle-income purchase units on DF-20 to new Parcel FD-32B, and to transfer units among several large lot parcels within the SVSP.

Rezone – The Rezone is requested to align zoning designations with the revised parcels and land use designations.

Development Agreement (DA) Amendments – The project includes Amendments to several Development Agreements, including the Fifth Amendment to the Federico Development Agreement, Second Amendment to the Conley Development Agreement, and the Second Amendment of the DF Properties Development Agreement to reflect the project changes and reallocation of affordable units.

Several additional entitlements are requested to support the development of JMC Tentative Map #4, including a Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map for 516 single-family residential parcels, and a Design Review for Residential Subdivisions to evaluate architecture and modified development standards for Parcels CO-20, CO-21, and CO-22. The overall unit count within the SVSP will remain the same.

PURPOSE AND SCOPE OF ADDENDUM

This Addendum has been prepared to identify and assess the anticipated environmental impacts of the above-described project. The document relies on previous environmental documents and site-specific studies prepared to address in detail the effects or impacts associated with the project as well as updated technical analyses, prepared by qualified consultants. This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.
Where, as here, an EIR addressing an earlier version of the project has been previously prepared and certified, the lead agency considers the relevance of that prior EIR in light of the current modified version of the project and changed circumstances since the time of the preparation of the prior EIR. Pursuant to CEQA Guidelines §15162-15163, if the lead agency determines, based on substantial evidence, that new information of substantial importance, or changes to the project or surrounding circumstances will require major revisions to the previous EIR due either to a new significant effect or a substantial increase in the severity of a previously identified significant effect on the environment, the lead agency is required to prepare a Subsequent EIR or an EIR Supplement to analyze the project at hand. Pursuant to CEQA Guidelines §15164, if the agency finds no basis for requiring the preparation of either a Subsequent EIR or an EIR Supplement, but some changes or additions are necessary, an Addendum shall be prepared.

The Sierra Vista Specific Plan EIR was adopted by City Council on May 5, 2010. The document analyzed the impacts that would occur as a result of development of the SVSP area. A copy of the SVSP EIR is available for review online at www.roseville.ca.us/planning under Specific Plans and then the Sierra Vista Specific Plan page. The City Council adopted a Statement of Overriding Considerations when it certified the SVSP EIR. The EIR identified the following impacts associated with development of the SVSP area, including the buildout of the project area, as significant and unavoidable:

- Conversion of agricultural land to developed uses
- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways, including Interstate 80
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Loss of oak trees of greater than 6 inches diameter breast height (dbh) (short-term)
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the Western Regional Sanitary Landfill
- Increased demand for solid waste services at the Materials Recovery Facility (MRF)
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

For build out of the SVSP project area, the SVSP EIR also identified the following cumulative impacts as significant and unavoidable:

- Agricultural land conversion
- Air pollutant emissions from construction
- Air pollutant emissions from operation
- Contribution to greenhouse gas emissions/global warming
- On-site noise levels that exceed City standards
- Off-site noise levels that exceed City standards
- Traffic impacts to Roseville, Placer County, Sacramento County, Sutter County and State facilities
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Change in visual character

The analyses below rely on the EIR analysis with minor supplements or technical updates where appropriate. Most of the project impacts remain identical to the impacts of the SVSP EIR, because the proposed project is consistent with the land uses anticipated for the site and does not change the development footprint or anticipated grading for the site. Impacts to physical resources (such as agricultural land, biological resources, etc.) are based on the grading and development of an area, not on the land use designation of the property. For other types of impacts which are affected by land use type, the project uses reduce or maintain the same level of potential impacts.

ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW

The purpose of this checklist is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed

environmental result. A "no" answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

EXPLANATION OF CHECKLIST EVALUATION CATEGORIES

Where Impact was Analyzed
This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?
Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

Any new Circumstances Involving New Impacts?
Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Any new Information Requiring New Analysis or Verification?
Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either "yes" or "no" will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If "no," then no additional environmental documentation (supplemental or subsequent EIR) is required.

Mitigation Measures Implemented or Addressing Impacts
Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A "yes" response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time. If "none" is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion
A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

Mitigation Measures
Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

Conclusions
A discussion of the conclusion relating to the analysis contained in each section.

OHER CONSIDERATIONS

Since certification of the SVSP EIR, the Office of Planning and Research (OPR) has updated CEQA Guidelines Appendix G (Environmental Checklist Form), effective early 2019[1]. These updates address legislative changes to CEQA, clarify language, and update language consistent with case law. None of the changes to the checklist require new analysis related to impacts which were not known or which could not have been known at the time the SVSP EIR was prepared. The majority of the checklist changes clarify language, reorganize existing language, or eliminate analysis requirements. For analysis requirements which have been eliminated, this is in response to case law affirming that analysis must focus on impacts caused by the project, not impacts to the project. An example of each of these types of changes is included below:

- Cultural Resources (a): Cause a substantial adverse change in the significance of an historic resource ~~as defined in~~ pursuant to Section 15064.5?

  The replacement of "as defined in" with "pursuant to" is a phrasing change which has no impact on required analysis.

- Cultural Resources (c) has been moved to Geology and Soils (f).

  Moving the topical section of this analysis requirement (which is related to paleontological resources) from Cultural Resources to Geology and Soils has no impact on required analysis.

- Noise (b): ~~Exposure of persons to or~~ Generation of excessive ground borne vibration of ground borne noise levels?

  The above changes redirect the analysis from considering overall exposure of persons to ground borne vibration, and focus the analysis on any ground borne vibration generated by a project. This same change is reflected in all other checklist questions related to noise. Therefore, the EIR included more analysis than is currently required, because they included analysis related to exposing neighboring areas to noise, but also analyzed the effect of noise on the proposed uses; the latter analysis is no longer required.

The updated CEQA Guidelines Appendix G also includes three new sections (Tribal Cultural Resources, Energy, and Wildfire) and includes new and modified requirements as part of the Transportation/Traffic section. Although the Tribal Cultural Resources section is new, the analysis of this impact area was included in the SVSP EIR as part of the Cultural Resources section. The new Energy section was formerly included in CEQA Guidelines Appendix F, but has been moved into the Appendix G, so while it is new to the checklist it is not new to the CEQA Guidelines. The changes to the Transportation/Traffic section—which is now called simply Transportation—refocuses the analysis on vehicle miles traveled (VMT).

As evaluated below, none of the modifications to CEQA Guidelines Appendix G require new analysis related to impacts which were not known or which could not have been known at the time the SVSP EIR was prepared. Therefore, an Addendum is the appropriate environmental document to describe the impacts of the proposed project.

[1]Although the older checklist could be used for this Addendum because of the date of publication of the original EIR, the updated checklist is used instead as part of a good-faith effort to provide the most up-to-date information to decision-makers and the public (Public Resources Code Section 21002.1(e); CEQA Guidelines Sections 15002(a)(1), 15003(c)).

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a. Have a substantial adverse effect on a scenic vista?	SVSP EIR Section 4.14	No	No	No	None
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Same	No	No	No	None
c. In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Same	No	No	No	None
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Same	No	No	No	SVSP EIR MM 4.13-1

Discussion: Impacts to visual and aesthetic resources were adequately addressed in the SVSP EIR as it relates to the proposed project, and were previously identified as significant and unavoidable. There is no significant change in the proposed project that would change the environmental impact for this section. The proposed project does not introduce development to properties not already planned for development. The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts.

The project has been evaluated for compliance with the City's Community Design Guidelines (CDG) and the design guidelines established in the SVSP. The CDG establishes common design elements and expectations for development within the City. The CDG includes provisions related to architectural design, site design and landscape design, to enhance the visual character of the urban environment. The CDG recommends preserving, to the extent feasible, visual resources such as native oak trees and creek or wetland resources. The site does not contain any creek or wetland resources, nor does it contain any protected oak trees. The project has been reviewed by City staff and was found to be consistent with the goals and policies of the CDG, the SVSP, and applicable zoning regulations.

As it relates to light and glare, Mitigation Measure (MM) 4.13-1 requires all light fixtures for commercial and office uses to have glare shields and all new buildings to be constructed with low-glare materials. While the project does not involve development of the commercial parcel (Parcel JM-41) at this time, MM 4.13-1 is still applicable. In addition, lighting is conditioned to comply with City standards (i.e., CDG) to limit the height of light standards and also require cut-off lenses and glare shields to minimize light and glare impacts. Based on the reasons listed in this section, there would be no new significant impacts not previously identified in the SVSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to aesthetic resources.

Mitigation Measures: SVSP EIR Mitigation Measures 4.13-1 (use low-glare materials) remains applicable to the proposed project. This mitigation measure can be found in the table of applicable mitigation measures included with this Addendum (see Attachment 1).

II. Agricultural & Forestry Resources

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	SVSP EIR Section 4.1	No	No	No	SVSP EIR MM 4.1-2
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	Same	No	No	No	None
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	Same	No	No	No	None
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Same	No	No	No	None
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?	Same	No	No	No	None

Discussion: Agricultural resources were adequately addressed in the SVSP EIR as it relates to the proposed project. There is no significant change in the proposed project that would change the environmental impact for this section. The SVSP EIR concluded development of the project area would convert fallow grazing land to urbanized development. The proposed project will result in the same impact, as it falls within the planned development footprint of the SVSP. The project site is not used for agricultural purposes, does not include agricultural zoning, and is not considered forest land. None of the parcels within the project area is restricted to agricultural uses under the Williamson Act. A portion of the project site

(Parcel CO-20) is located adjacent to Urban Reserve Parcel UR-92 on the west. According to the SVSP EIR, the California Department of Conservation (CDC) classifies the Urban Reserve area as Farmland of Local Importance. However, the project does not involve changes in the existing environment that could result in conversion of Farmland. For these reasons, no subsequent or supplemental EIR is required for the project with respect to agricultural and forestry resources.

Mitigation Measures: SVSP EIR Mitigation Measure (MM) 4.1-2 required preservation of open space within Placer County in order to mitigate for the loss of open space in the SVSP. Though this measure remains applicable to the project, the measure has been completed via an established fee program that directs funds to the Placer Land Trust, which then sets aside land.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	SVSP EIR Section 4.4	No	No	No	None
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?	Same	No	No	No	SVSP EIR MM 4.4-1, MM 4.5-1, and MM 4.5-2
c) Expose sensitive receptors to substantial pollutant concentrations?	Same	No	No	No	None
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Same	No	No	No	None

Discussion: The SVSP EIR concluded that standard dust control and other construction measures would be sufficient to avoid particulate matter and ozone precursor construction impacts, but that reactive organic gases would remain significant. Construction activity associated with the proposed project remains consistent with the scale of activity and resulting scope of impacts anticipated in the SVSP EIR. For operational impacts, the proposed project changes the balance of land uses in the area, but not in a manner that would increase emissions. The impacts of the project fall within the scope of the impacts and mitigation already established in the SVSP EIR.

Mitigation Measures: Mitigation Measures 4.4-1 (construction emissions), 4.5-1 (operational emissions), 4.5-2 (greenhouse gas emissions) from the SVSP EIR remain applicable to the proposed project, and have been incorporated into the design of the project as appropriate.

IV. Biological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	SVSP EIR Section 4.8	No	No	No	SVSP EIR MM 4.8-1 to 4.8-7
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?	Same	No	No	No	SVSP EIR MM 4.8-4 to 4.8-7
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?	Same	No	No	No	SVSP EIR MM 4.8-1 to 4.8-7
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?	Same	No	No	No	SVSP EIR MM 4.8-4 to 4.8-7
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Same	No	No	No	None

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Same	No	No	No	None

Discussion: Biological Resources were adequately addressed in the SVSP EIR as it relates to the proposed project. Mitigation measures were adopted to reduce impacts to wetlands, vernal pool species, Swainson's hawk, burrowing owl, and other protected raptors nesting and foraging habitat to less-than-significant levels. There is no significant change in the proposed project that would change the environmental impact for this section and the proposed project is located on properties already anticipated for development.

The proposed project would not result in any new or modified impacts to biological resources beyond what was previously analyzed in the SVSP EIR. In addition, it should be noted that there are no natural features present onsite. The project site is devoid of trees, vernal pools, and other water features. The site is primarily populated by non-native annual grasses and aerial photography shows evidence of previous ground disturbance on portions of the project site due to construction of the adjacent roadways. The mitigation measures adopted with certification of the SVSP EIR remain applicable and no additional impacts will occur. Impacts remain less than significant upon compliance with the applicable mitigation measures.

Based on the reasons listed in this section, there would be no new significant impacts not previously identified in the SVSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to impacts to biological resources.

Mitigation Measures: Mitigation Measure MM 4.8-1 (wetland permits and no net loss), 4.8-2 (relocate western spadefoot), 4.8-3 (protection for nesting birds), 4.8-4 (preservation of grassland habitat), 4.8-5 (wildlife movement protection), 4.8-6 (habitat restoration), 4.8-7 (off-site surveys for infrastructure), and 4.14-3 (avoid light spill into Curry Creek open space) were identified to reduce the impacts to biological resources to less than significant. Not all of these measures are applicable to the currently proposed project, as the proposed development covers a smaller area within the SVSP project area. The Curry Creek open space is not within or adjacent to the proposed project, so none of the measures specific to the Curry Creek area apply to the current project. This includes portions of MM 4.8-3 dealing with bird species which nest in Curry Creek marsh habitat, and MM 4.14-3 to avoid light spillage into Curry Creek. The remaining adopted measures are applicable to the proposed project.

V. Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource pursuant to in Section 15064.5?	SVSP EIR Section 4.9	No	No	No	None
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Same	No	No	No	SVSP EIR MM 4.9-1 to 4.9-3
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	Same	No	No	No	SVSP EIR MM 4.9-1 to 4.9-3

Discussion: The SVSP EIR discussed the potential for subsurface remains or deposits to be found on the site, and included a mitigation measure requiring a cessation of work should any item of cultural interest be found. The mitigation was found to render potential impacts less than significant. The project will result in the same impact, and the mitigation remains applicable to the proposed project. Consistent with state law, notice of the proposed project was mailed in September 2021 to tribes which had requested such notice pursuant to Assembly Bill 32 (AB32) and Senate Bill 18 (SB18). No request for consultation was received during the request for consultation period.

Mitigation Measures: Mitigation Measure 4.9-1 (cease work and consult with archeologist), 4.9-2 (cease work and consult with paleontologist), and 4.9-3 (conduct appropriate studies) remain applicable to the proposed project.

VI. Energy

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	SVSP EIR Section 4.12.5	No	No	No	None
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?	SVSP EIR Section 4.12.5	No	No	No	None

Discussion: The SVSP EIR concluded that development and implementation of the SVSP would add land uses that would increase the demand for electrical services. However, Roseville Electric determined there were no constraints to providing a reliable energy source to serve the development proposed in the SVSP area. Electricity in the area is provided by Roseville Electric and natural gas is provided by Pacific Gas & Electric (PG&E). Impacts 4.12-5.1 and 4.12-5-2 in the SVSP EIR evaluated the potential for development of the SVSP to increase demands for electricity and natural gas and found these impacts to be less than significant.

The project involves the creation of 516 single-family residential lots and the transfer of units among several large lot parcels within the SVSP. The total number of units in the SVSP area will remain unchanged. 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 SVSP EIR included an assessment of energy impacts for the entire plan area. The analysis included consideration of transportation energy, and evaluated walkability, alternative transportation modes, and the degree to which the mix and location of uses would reduce vehicle miles traveled in the plan area. The EIR also included a citywide assessment of energy demand based on the existing and proposed land uses within the City and Specific Plan. Impacts related to energy consumption were found to be less than significant. The proposed project is consistent with the existing land use designation, and therefore is consistent with the current citywide assessment of energy demand, and will not result in substantial unplanned, inefficient, wasteful, or unnecessary consumption of energy; impacts are less than significant.

Based on the reasons listed in this section, there would be no new significant impacts not previously identified in the SVSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to energy impacts.

Mitigation Measures: None required for this Project.

VII. Geology and Soils

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	SVSP EIR Section 4.7	No	No	No	None
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	Same	No	No	No	None
ii) Strong seismic ground shaking?	Same	No	No	No	None
iii) Seismic-related ground failure, including liquefaction?	Same	No	No	No	None
iv) Landslides?	Same	No	No	No	None
b) Result in substantial soil erosion or the loss of topsoil?	Same	No	No	No	None
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Same	No	No	No	None
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Same	No	No	No	None

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	Same	No	No	No	None
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	SVSP EIR Section 4.7 and Section 4.9	No	No	No	SVSP EIR MM 4.9-2 to MM 4.9-3

Discussion: The project is not expected to expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides. The project site is located in Roseville, which is in Placer County. The California Department of Mines and Geology classifies the South Placer area as a low severity earthquake zone. No active faults are known to exist within the County. The project site is considered to have low seismic risk with respect to faulting, ground shaking, seismically related ground failure and liquefaction.

The SVSP EIR indicated that compliance with existing regulations and permit requirements would be sufficient to avoid impacts related to these issues. This conclusion remains appropriate for the proposed project because there is no new information indicating that geologic conditions are different than previously understood. The SVSP EIR discussed the potential for paleontological resources to be found on the site, and included a mitigation measure requiring a cessation of work should any be found on site. The mitigation was found to render potential impacts less than significant. The project will result in the same impact, and the mitigation remains applicable to the proposed project.

Based on the reasons listed in this section, there would be no new significant impacts not previously identified in the SVSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” relative to geology and soil impacts.

Mitigation Measures: Mitigation Measure 4.9-2 (cease work and consult with paleontologist) and 4.9-3 (conduct appropriate studies) remain applicable to the proposed project.

VIII. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	SVSP EIR Section 4.4	No	No	No	SVSP EIR MM 4.4-1, 4.5-1 and 4.5-2
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Same	No	No	No	None

Discussion: The SVSP EIR concluded that buildout of the project area would cause significant and unavoidable impacts with respect to greenhouse gases (GHG) emissions and mitigation measures were adopted to reduce the project's GHG emissions and resultant impacts. Construction activity associated with the proposed project remains consistent with the scale of activity and resulting scope of impacts anticipated in the SVSP EIR. For operational impacts, the proposed project changes the balance of land uses in the area, but not in a manner that would increase emissions. Greenhouse gas emissions, from both the construction and operational phases, will result in impacts consistent with those analyzed in the SVSP EIR. The project will comply with the required mitigation in the SVSP EIR. Thus, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to GHG emissions.

Mitigation Measures: Mitigation Measures 4.4-1 (construction emissions), 4.5-1 (operational emissions), and 4.5-2 (greenhouse gas emissions) from the SVSP EIR remain applicable to the proposed project, and have been incorporated into the design of the project as appropriate.

IX. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	SVSP EIR Section 4.10	No	No	No	None
b) Create a significant hazard to the public or the environment though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Same	No	No	No	SVSP EIR MM 4.10-1
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Same	No	No	No	None
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Same	No	No	No	None
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Same	No	No	No	None
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Same	No	No	No	None

g) Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	Same	No	No	No	None

Discussion: The SVSP EIR includes a brief overview for each impact topic, concluding that compliance with existing federal, state, and local regulations regarding the use, transport and disposal of hazardous materials would ensure most impacts will be less than significant. The exception was for unknown soil contamination, as land which was used for agricultural purposes may include undiscovered, underground storage tanks or other contamination issues; mitigation for this was included. 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. The SVSP EIR analysis also found that there would be sufficient emergency services and facilities and that the area was not located within an airport land use plan or other aviation hazard area. These conclusions still fit for the proposed project, which is within the same development footprint.

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.

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.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the SVSP EIR regarding hazardous materials. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” relative to hazards and hazardous materials.

Mitigation Measures: The SVSP EIR included a mitigation measure to address the low possibility that some contamination of soils still lingered due to past use of the land for agricultural purposes. The measure, Mitigation Measure 4.10-1, indicates that if evidence of contamination is observed (stained soils, unearthing of a tank, etc.) then proper testing and remediation is required, in coordination with the appropriate City Departments. This measure remains applicable to the project.

X. Hydrology and Water Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	SVSP EIR Section 4.13	No	No	No	None
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Same	No	No	No	None
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	Same	No	No	No	None
i) result in substantial erosion or siltation on or off-site;	Same	No	No	No	None
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	Same	No	No	No	None
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater systems or provide substantial additional sources of polluted runoff; or	Same	No	No	No	None
iv) impede or redirect flood flows?	Same	No	No	No	None

d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Same	No	No	No	None
e) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Same	No	No	No	None
f) In flood hazard, tsunami, or seiches zones, risk release of pollutants due to project inundation?	Same	No	No	No	None

Discussion: A Drainage and Storm water Master Plan was prepared and approved by the City as part of the SVSP EIR. As noted in the EIR, the Drainage and Storm water Master Plan demonstrated that the increases in impervious surfaces being caused by buildout of the SVSP would be offset by proposed drainage facilities and storm water improvements. The project would offset increases in peak flow, no development would occur within the 100-year floodplain area, and consistency with existing City regulations would ensure that all homes would be elevated at least two feet above the 100-year water surface elevation. With regard to storm water quality, the EIR notes that there are existing programs, regulations, and permits in place to ensure that the project would not have significant effects related to water pollution from construction or operation, though a mitigation measure is included to require compliance with this regulations.

The project is in an area of flat topography and is not near any large water bodies or dams/levees, so would not be subject to losses due to dam/levee failure, seiche, tsunami, or mudflow. The project falls within the development footprint of the SVSP, and does not result in any changes to the scope or scale of impacts, and the prior conclusions remain appropriate. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to hydrology and water quality.

Mitigation Measures: Mitigation Measure 4.13-1 was included to require compliance with the City's stormwater quality standards, including preparation of a Storm Water Pollution Prevention Plan (SWPPP). This measure remains applicable to the proposed project.

XI. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	SVSP EIR Section 4.1	No	No	No	None
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation of an agency adopted for the purpose of avoiding or mitigating an environmental effect?	Same	No	No	No	SVSP EIR MM 4.1-3, 4.6-1 and 4.6-2

Discussion: The SVSP EIR concluded that there were some potential land use incompatibilities, but that these could be addressed by a mix of mitigation and compliance with the City Noise Ordinance and Grading Ordinance. Land use issues discussed and addressed included noise from McClellan overflights, agricultural uses in Placer County next to urban uses in the SVSP, construction noise, and commercial land use noise. The overflight noise is a potential nuisance discussion requiring disclosure to future purchasers within the Project area; noise volumes do not exceed standards. It was concluded that the project would not physically divide an established community and that the project did not conflict with any land use policies or regulations, or with a Habitat Conservation Plan (or similar). The EIR concluded that all impacts of the SVSP could be reduced to less than significant levels with mitigation. The project involves the same use types within the same development footprint, and therefore the conclusions of SVSP EIR remain applicable to the proposed project. In addition, the project is consistent with the policies of the Zoning Ordinance, SVSP, and the General Plan which are adopted for the purpose of avoiding environmental effects.

The project area has been planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project involves frontage improvements including new driveways, sidewalks, and pedestrian connections. As such, the project will not physically divide an established community.

As described above, changes introduced by the project and/or new circumstances relevant to the project would not, as compared to the SVSP EIR, result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to land use and planning.

Mitigation Measures: Mitigation Measure 4.1-3 (McClellan overflight disclosure), 4.6-1 (construction noise) and 4.6-2 (commercial noise controls). The measure regarding disclosure ensure that people purchasing property within the project area which could be affected by overflight noise are aware of this potential affects. The disclosure measure is implemented by including a Condition of Approval requiring that the deed

disclosures are a component of the Covenants, Conditions, and Restrictions for all affected properties. The condition has been addressed in the Development Agreement for the project area, so the measures are already complete. The construction noise and commercial noise control measures are applied during construction, so remain applicable to the proposed project.

XII. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
c) 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?	SVSP EIR Section 4.7	No	No	No	None
d) 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?	Same	No	No	No	None

Discussion: The SVSP EIR indicated that there were no significant mineral resources in the area. Therefore, the project is not considered to have any impacts on mineral resources. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to mineral resources.

Mitigation Measures: None required for this Project.

XIII. Noise

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	SVSP EIR Section 4.6	No	No	No	SVSP EIR MM 4.1-3, 4.6-1 and 4.6-4
b) Generation of excessive ground borne vibration of ground borne noise levels?	Same	No	No	No	SVSP EIR MM 4.6-1 and 4.6-4
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?	Same	No	No	No	None

Discussion: The SVSP EIR addressed construction noise, roadway noise, noise from non-residential land uses, and aircraft overflight noise. Overflight noise has already been addressed in the Land Use section of this Addendum. Construction noise in general was discussed, and addressed via mitigation. Noise was determined to be an issue for all of the major roadways in the SVSP area. Mitigation was found to reduce noise volumes to levels within General Plan standards, and so impacts were found to be less than significant. Given the proposed project does not expand the limits of the development footprint or the project's physical impact boundary, no additional noise analysis is required. The mitigation measures adopted with the SVSP EIR remain applicable and no additional impacts will occur.

The SVSP EIR also analyzed noise impacts related to placing residential uses within proximity to noise generating uses such as roadways. Though the previous document analyzed the effects of transportation noise on the proposed residential uses, the CEQA checklist items related to noise impacts have been updated and that analysis in no longer required. No additional analyses of the impact from existing and future noise sources on residential properties is required.

Based on the foregoing, the project would not result in new or more severe impacts than described in the SVSP EIR, and the impact conclusions of the EIR are unchanged. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to noise.

Mitigation Measures: Mitigation Measures 4.1-3 (McClellan overflight disclosure), 4.6-1 (construction noise), and 4.6-4 (traffic noise attenuation) were applied in the SVSP EIR. Construction noise controls in the mitigation includes located fixed equipment away from noise sensitive uses and having a construction disturbance coordinator to address noise concerns. Traffic noise attenuation also calls for the use of masonry walls along major roadways. These mitigation measures remain applicable to the proposed project.

XIV. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, though extension of roads or other infrastructure)?	SVSP EIR Section 4.2	No	No	No	None
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Same	No	No	No	None

Discussion: The SVSP EIR indicated the SVSP would increase the number of housing units above those which had been anticipated in the General Plan, and analysis the effect on supporting services, infrastructure, and other issues related to environmental impacts. It was concluded that impacts would be significant and unavoidable. The proposed project involves the same number of housing units as analyzed in the SVSP EIR, therefore the project will not have a new or more severe impact on the population growth rate of the area. No existing buildings or residents are present on the project site; therefore, no residences or communities would be displaced.

Mitigation Measures: None required for this Project.

XV. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:					
a) Fire protection?	SVSP EIR Section 4.11	No	No	No	None
b) Police protection?	Same	No	No	No	None
c) Schools?	Same	No	No	No	SVSP EIR MM 4.11-3
d) Parks?	Same	No	No	No	None
e) Other public facilities?	Same	No	No	No	None

Discussion: The SVSP EIR concluded that fire and police protection services, and other public services would not be negatively affected by the project. 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. Sales taxes and property taxes resulting from development will add revenue to the General Fund, which provides funding for police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

An analysis of impacts to schools was included in the SVSP EIR, which concluded that two new elementary schools and one new intermediate school would be required in the project area. The high school students generated from the SVSP were assumed in the nearby high schools located outside the plan area. A portion of the SVSP is located within the Center School District and a portion is located within the Roseville City School District, though the current project area is entirely within the Center School District. The project will not change the overall number of housing units in the SVSP; therefore, the conclusions of SVSP EIR remain applicable to the proposed project.

The project was routed to the School District for review, and no issues were identified. The project will be required to pay per-unit school fees to mitigate any impacts. Under state law, such payments are deemed to constitute "*full and complete mitigation*" of impacts to school facilities (Gov. Code, § 65995, subd. (h)). In addition, the developer is required to work with the School District to identify a Safe Routes to School program. Impacts to public services were determined to be less than significant, with mitigation.

The developer will be required to pay fees into a Community Facilities District, which provides funding for park services. Future park and recreation sites and facilities have already been identified as part of the Specific Plan process. The City charges fees for end-users for other services, such as garbage and greenwaste collection, in order to fund those services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

Based on the evaluation above, the project would not result in new or more severe impacts than described in the SVSP EIR, and the impact conclusions of the EIR are unchanged. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to public services.

Mitigation Measures: Mitigation Measure 4.11-3 requires a Safe Routes to School program, which would be implemented at the time of school construction, and remains applicable to the proposed project.

XVI. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?	SVSP EIR Section 4.11	No	No	No	None
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Same	No	No	No	None

Discussion: The SVSP indicates that the required parkland dedication was met by dedication of parkland and through payment of park dedication in-lieu fees. As noted in the EIR, the payment of Citywide and neighborhood park fees will be required, and the payment of fees combined with the dedication of parkland will ensure that impacts to park services are less than significant. The project involves unit transfers but will not change the total number of units anticipated for buildout of the SVSP area. As such, the project will not increase the number of residents anticipated for the SVSP nor decrease the amount of area dedicated to park and recreation uses; therefore, this conclusion remains applicable to the proposed project. Given the foregoing, the project would not result in new or more severe impacts than described in the SVSP EIR, and the impact conclusions of the EIR are unchanged. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to recreation impacts.

Mitigation Measures: None required for this Project.

XVII. Transportation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	SVSP EIR Section 4.3	No	No	No	SVSP EIR MM 4.3-1 to 4.3-5
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	n/a	No	No	No	None
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)?	SVSP EIR Section 4.3	No	No	No	None
d) Result in inadequate emergency access?	Same	No	No	No	None

Discussion: The SVSP EIR evaluated the traffic impacts to existing and future roadways from traffic being generated by the anticipated uses within the plan area. The EIR concluded that with mitigation, impacts to City roadways would be less than significant. Impacts to adjacent agency roadways was identified as a significant and unavoidable impact, and mitigation to lessen the impact was accepted. For the proposed project, the City's Engineering Division reviewed the scope of changes and concluded that an updated traffic study was not required. The LDR and MDR land uses have the same trip generation rate of one trip per unit (based on the Institute of Transportation Engineers trip rates), and the unit transfers among the parcels maintain the same overall number of units allocated to the project area. Therefore, the project would not cause new or more severe impacts than already described in the SVSP EIR.

Checklist item b) focuses on Vehicle Miles Traveled (VMT). This was added to the checklist after publication of the SVSP EIR. However, the General Plan Update (GPU) EIR[2] used the Roseville travel forecasting model to estimate VMT for the City. The VMT data was then normalized to residents as a "per capita" rate. As described in the GPU EIR, and consistent with the VMT reductions in OPR's *Technical Advisory on Evaluating Transportation Impacts in CEQA*, the City has adopted a VMT significance threshold of 12.8 VMT/capita. This threshold represents a 15 percent reduction to baseline per capita VMT. The GPU EIR concluded that buildout of the remaining undeveloped areas of the City, consistent with existing land use designations and existing development agreements, would exceed the City's adopted threshold resulting in a

[2] General Plan Update EIR: www.roseville.ca.us/GeneralPlan

Significant Impact in both the constrained and unconstrained buildout scenarios; and that mitigation requiring land use changes was not feasible because of existing development agreements in place for the undeveloped areas of the City.

As stated in the GPU EIR and pursuant to the tiering provisions of CEQA, projects that are consistent with the General Plan do not require further VMT analysis. Quantitative analyses are not required if it can be demonstrated that a project would generate VMT which is equivalent to or less than what was assumed in the GPU EIR. The GPU EIR assumed a rate of 2.7 persons per unit when calculating VMT per capita. The proposed project involves the transferring of units among several large lot parcels within the SVSP that will result in land use changes for Parcels CO-22, FD-7 and FD-41 due to changes in density (CO-22 will change from MDR to LDR, FD-7 will change from LDR to MDR, and FD-41 will remove a mixed use overlay and reallocate 40 units), but the project does not change the total number of units anticipated for buildout of the SVSP or analyzed in the GPU EIR; therefore, it can be concluded that the project is consistent with GPU EIR analysis as it relates to VMT, and the project does not require further VMT analysis.

The proposed project has no impact on air traffic patterns, and does not present substantial safety risks. The project design does not introduce hazards such as sharp curves or dangerous intersections. The project has been reviewed by the City Engineering Division and City Fire Department staff, and has been found to be consistent with the City's Design Standards. Furthermore, standard conditions of approval added to all City project require compliance with Fire Codes and other design standards. Compliance with existing regulations ensure that impacts are less than significant.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the SVSP EIR relative to transportation. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to transportation.

Mitigation Measures: Mitigation was included for each impacted facility (see SVSP EIR MM 4.3-1 to 4.3-5), but these measures have already been incorporated into the City's Capital Improvement Program and fee programs. The measures are no longer necessary to impose on individual projects, as a mechanism for their funding and construction is already implemented.

XVIII. Tribal Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	SVSP EIR Section 4.9	No	No	No	None
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.	Same	No	No	No	None

Discussion: In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe. This section was added to the CEQA Guidelines after the publication of the prior environmental document to which this Addendum is attached, but cultural resources were addressed in that document. The only item not completed was the required notice to tribes which have requested such notice pursuant to the Public Resources Code. As part of this Addendum, notice of the proposed project was mailed to tribes which had requested such notice, and no requests for consultation were received during the consultation period. Previously applied mitigation should be adequate to address potential impacts of the project, which require cessation of work should any item of cultural interest be found, to ensure the project will have a less than significant impact on cultural resources. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to Tribal Cultural Resources.

Mitigation Measures: Mitigation Measure 4.9-1 (cease work and consult with archeologist) and 4.9-2 (cease work and consult with paleontologist) remain applicable to the proposed project.

XIX. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	SVS EIR Section 4.12.1 & 4.12.3	No	No	No	None
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	SVSP EIR Section 4.12.1	No	No	No	None
c) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	SVSP EIR Section 4.12.3	No	No	No	None
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	SVSP EIR Section 4.12.4	No	No	No	None
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Same	No	No	No	None

Discussion: The SVSP EIR addressed water demand for the plan area and determined there was adequate supply to meet the anticipated water demands from development of the plan area. The City's Environmental Utilities Department staff reviewed the proposed project and concluded there is sufficient water supply to meet the demands of the project. Therefore, the impact conclusions of the SVSP EIR with respect to water supply are still applicable to this project.

Development of the project area will require the construction of water lines and sewer lines and facilities, but these were previously identified through the infrastructure master plans developed for the SVSP. The project land use changes do not require any major changes or need for expanded facilities. Additionally, the project will have no effect on wastewater generation beyond that previously analyzed in the SVSP EIR. Environmental Utilities determined that the proposed project changes fell within the scope of the prior assessment. The SVSP EIR concluded that the Pleasant Grove Wastewater Treatment Plan was sized to accommodate flow from the plan area and that impacts would be less than significant. This conclusion remains applicable to the proposed project.

The SVSP EIR indicated that the Western Placer Waste Management Authority facilities would be used to dispose of solid waste, and that there was sufficient capacity to accept solid waste from the SVSP. Solid waste generation is based on population, and as the project will not change the estimated population for the plan area, the project falls within the scope of the prior analysis, and does not result in any new or expanded impacts to this previously-identified significant and unavoidable impact.

As described above, changes introduced by the project and/or new circumstances relevant to the project would not, as compared to the SVSP EIR, result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: Mitigation Measures 4.12.4-1 (expand the landfill) and 4.12.4-2 (diversion of construction debris) were included to require payment of fees to be used for landfill expansion and to require a 50% reduction in the construction waste stream. The landfill expansion measure has already been implemented, as fees are already in place that will apply to the proposed project. The remaining measure regarding diversion of construction debris remains applicable, as it is a project-level measure that applies during construction.

XX. Wildfire

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	n/a	No	No	No	None
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	n/a	No	No	No	None
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	n/a	No	No	No	None
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	n/a	No	No	No	None
Discussion: The Wildfire section was added to the CEQA Guidelines after the publication of the prior environmental document to which this Addendum is attached. 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. 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. Therefore, there would be no impact to this criteria.

Mitigation Measures: None required for this Project.

XXI. Mandatory Findings of Significance

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?	SVSP EIR	No	No	No	None
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	SVSP EIR	No	No	No	None
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	SVSP EIR	No	No	No	None

Discussion: Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated in the SVSP EIR, and mitigation measures have already been incorporated. With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in this chapter, and permit conditions, the proposed project will not have a significant impact on the habitat of any plant or animal species. Based on the foregoing, the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to the mandatory findings of significance.

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the Sierra Vista Specific Plan EIR (2008032115, adopted on May 5, 2010), the Lead Agency makes the following findings:

[**X**] No substantial changes are proposed in the project which would require major revisions of the previous EIR or Mitigated Negative Declaration.

[**X**] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[**X**] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete or the Mitigated Negative Declaration was adopted.

[**X**] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

Addendum Prepared by:

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Shelby Maples, Associate Planner
City of Roseville, Development Services–Planning Division

Attachments:

1. SVSP Applicable Mitigation Measures

TABLE OF APPLICABLE MITIGATION MEASURES

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
MM 4.1-3b Condition of Approval for Deed Disclosure of Overflights McClellan Airport is located approximately four miles from the southern boundary of the project area. In order to notify residents or other sensitive uses, that aircraft on approach or departure under 3,000 feet could occur over the project area, a deed disclosure or similar notice approved by the City Attorney regarding the proximity and nature of aircraft in the vicinity shall be provided.	The applicants shall be responsible for ensuring that future residents or other sensitive uses are given notice regarding proximity to McClellan. This disclosure shall be applied at the tentative map stage.	Prior to issuance of an occupancy permit of any residence or sensitive use.	City Attorney; The Public Works Department and the Building Official shall ensure that construction measures meet City noise standards.	Deed Disclosure or similar notice	
MM 4.4-1 Dust and Construction Control Measures In accordance with the PCAPCD, the applicant shall comply with all applicable rules and regulations as listed above (e.g., Rule 202, 218 and 228). In addition, at the time of tentative map the applicant(s) shall implement a minimum of five (5) of the following measures unless superseded by state or other more stringent standards: The following mitigation measures shall be implemented to reduce short-term construction-related air quality impacts. In addition, dust control measures are required to be implemented by all projects in accordance with the City of Roseville Grading Ordinance, and the PCAPCD Fugitive Dust Rule 228. • Applicant shall submit to PCAPCD a Construction Emission / Dust Control Plan within 30 days prior to groundbreaking. If the PCAPCD does not respond within 20 days, the plan shall be considered approved. The plan must address the minimum requirements found in section 300 and 400 of District Rule 228, Fugitive Dust (www.placer.ca.gov/airpollution/airpolut.htm). The applicant shall keep a hard or electronic copy of Rule 228, Fugitive Dust on-site for reference. • The Construction Emission/Dust Control Plan shall include a comprehensive inventory (i.e. make, model, year, emission rating) of all heavy-duty off-road equipment (50 horsepower (HP) of greater) that will be used an aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall the prime contractor shall contact the APCD prior to the new equipment being utilized. The project representative shall provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The plan shall demonstrate that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NO_X reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls). The following measures are also included to reduce construction-related ROG, NOx, PM10 and PM2.5 emissions: • All construction equipment shall be maintained in good operating condition. Contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specifications. Maintenance records shall be available at the construction site for verification. This measure will reduce combustion emissions of all criteria air pollutants. • Prior to the issuance of any grading permits, all applicants shall submit construction plans denoting the proposed schedule and projected equipment use. Construction contractors shall provide evidence that low emission mobile construction will be used, or that their use was investigated and found to be infeasible for the project. Low emission equipment is defined as meeting the California Air Resources Board's Tier III standards. Contractors shall also conform to any construction measures imposed by the PCAPCD as well as City Planning Staff. This measure will primarily reduce ROG, NOx, PM10, and PM2.5 exhaust emissions.	The applicants shall submit construction management plans as part of the Grading Permit application. Engineering will review plans for inclusion of these measures prior to issuance of permits or approval of plans.	*Pre-Construction*: Prior to issuance of Grading Permits or Improvement Plans. Add as note on Improvement Plans.	Engineering	Dust Control Plan and proof of submittal to PCAPCD	

• Paints and coating shall be applied either by hand or by high volume, low-pressure spray. This measure will reduce evaporative ROG emissions.
• All construction shall comply with the following measures to reduce fugitive dust related emissions of PM10 and PM2.5:
  ○ Maintain a minimum 24-inch freeboard on soil haul trucks or cover payloads using tarps or other suitable means.
  ○ Suspend grading operations during high winds (greater than 15 mph).
  ○ Sweep streets as necessary if silt is carried off-site to adjacent public thoroughfares or occurs as a result of hauling.
  ○ Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices.
  ○ Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods.
  ○ Phase grading into smaller areas to prevent the susceptibility of larger areas to erosion over extended periods of time.
  ○ Pave or apply gravel to any on-site haul roads.
  ○ Reestablish ground cover on the construction site through seeding and water.
  ○ Clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices and the Roseville Grading Ordinance. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site.
  ○ Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturers' specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).
  ○ Minimize diesel idling time to a maximum of five minutes.
  ○ Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.
  ○ An applicant representative, ARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely (i.e., once per week) evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size, regardless of how many acres are to be disturbed daily.
  ○ Construction equipment exhaust emissions shall not exceed the PCAPCD Visible Emissions Rule 202. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours.
The following measures will be required:
1. Include the following standard note on the Improvement/Grading Plan: *If required by the Public Works Department, the contractor shall hold a pre-construction meeting prior to grading activities. The contractor shall invite the Placer County APCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors.*
2. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, that electrical outlets shall be installed on the exterior walls of both the front and back of all residences or all commercial buildings to promote the use of electric landscape maintenance equipment.
3. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, provisions for construction of new residences, and where natural gas is available, the installation of a gas outlet for use with outdoor cooking appliances, such as a gas barbecue or outdoor recreational fire pits.
4. Prior to building permit approval, in accordance with District Rule 225, only U.S. EPA Phase II certified wood burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed a cumulative total of 7.5 grams per hour for					

all devices. Masonry fireplaces shall have either an EPA certified Phase II wood burning device or shall be a U.L. Listed Decorative Gas Appliance. (Rule 225) 5. Wood burning or Pellet appliances shall not be permitted in multi-family developments. Only natural gas or propane fired fireplace appliances are permitted. These appliances shall be clearly delineated on the Floor Plans submitted in conjunction with the Building Permit application. (Rule 225 / section 302.2) 6. Prior to the issuance of a Building Permit, the applicant shall show that all flat roofs with parapets shall include a white or silver cap sheet to reduce energy demands. 7. Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show that all truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than five minutes shall be required to connect to the 110/208 volt power to run any auxiliary equipment. 2'x3' signage which indicates "Diesel engine Idling Limited to a Maximum of 5 Minutes" shall be shown on the building elevations and shall be submitted to the Placer County APCD prior to the issuance of Building Permits for the project. 8. Prior to approval of Improvement Plans, an enforcement plan shall be established, and submitted to the APCD for review, in order to evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities on a weekly basis, using standards as defined in California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, hired by the prime contractor or property owner, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours. (California Code of Regulations, Title 13, Sections 2180 – 2194) *The project shall comply with all applicable Placer County Air Pollution Control District rules and regulations, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.* • The contractor shall use CARB ultra-low sulfur diesel fuel for all diesel–powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations). • Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501) • Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501) • All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452). • The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible. • During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment. • During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. **(**Rule 228 / section 401.2)					
MM 4.5-1 Air Quality Measures Implementation of the Air Quality Mitigation Measures listed in Section 4.3 Air Quality would reduce operational and construction-related emissions of criteria air pollutants and precursors, and would also act to reduce GHG emissions associated with project construction and operation. Mitigation Measure 4.4-1 found in the Air Quality section of this EIR, is relevant to impact 4.5-1 because both criteria air pollutant and GHG emissions are frequently associated with combustion byproducts. In addition, the City shall implement the following measures to reduce direct and indirect GHG	The applicants shall submit construction management plans as part of the Grading Permit application. The Public Works Director shall review grading plans for inclusion of these measures prior to issuance of grading permits. The City Code	*Pre-Construction:* Prior to issuance of Grading Permits. Add as note on Improvement Plans and Building Plans	Director of Public Works shall ensure that dust and construction-control measures are implemented.		

emissions associated with the proposed project. Certain measures would already be components of the project (i.e., Specific Plan policies, design guidelines and standards), and/or would be applied consistent with the City's General Plan Policies, addressing GHG emissions and climate change, but are provided here for purposes of completeness. **MM 4.5-2 Additional Measures to Reduce GHG Emissions** For each new development within the project site requiring a discretionary approval (e.g., tentative subdivision map, conditional use permit), the City shall impose mitigation measures that reduce GHG emissions to the extent feasible and to the extent appropriate with respect to the state's progress at the time toward meeting GHG emissions reductions required by the California Global Warming Solutions Act of 2006 (AB 32). The City shall require feasible reduction measures that, in combination with existing and future regulatory measures developed under AB 32, will reduce GHG emissions associated with the operation of developments and supporting infrastructure that are part of the proposed project by 30% from business-as-usual emissions levels projected for 2025, if feasible.	Enforcement Officer shall respond to complaints. In addition, plans will be reviewed by the Placer County Air Pollution Control District for compliance with their rules and regulations.				
MM 4.6- 4: Traffic Noise Attenuation **MM 4.6-4(a):** Masonry walls and/or landscaped berms shall be constructed along the major project-area roadways adjacent to proposed residential uses if acoustical studies warrant sound attenuation, otherwise standard wood fencing is acceptable. Draft EIR Table 4.6-10 data shall be consulted to determine appropriate barrier heights. If the assumptions shown in Table 4.6-10 vary considerably, a detailed analysis of exterior and interior mitigation measures should be conducted when tentative maps become available. **MM 4.6-4(b):** In areas requiring sound attenuation, noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended for construction due to eventual warping and degradation of acoustical performance. **MM 4.6-4c:** Tentative map applications for residential uses located along Fiddyment Road would be required to include an analysis of interior noise levels. The report shall be conducted by a qualified acoustical engineer and shall specify the measures required to achieve compliance with the City of Roseville 45 dB Ldn interior noise level standard.	The developer shall construct walls in locations consistent with the walls exhibit of the Specific Plan, which shall be a minimum of six feet tall per the Draft EIR. The developer shall include wall and/or landscaped berm details as part of Improvement Plans which demonstrate consistency with the design requirements of the measure.	*Pre-Construction:* Prior to issuance of Improvement Plans. Add as note on Improvement Plans and Building Plans	Engineering to review plans for consistency with measure.	An acoustical Study, if conditions or plans deviate from Specific Plan or EIR.	
WMM 4.7-13 Riparian Habitat Policies To protect riparian vegetation within the SOI Amendment Area SVSP and Urban Reserve areas, the following policies shall be implemented: a) The project applicant shall provide for temporary fencing along the top of the bank during construction of those areas of the proposed project adjacent to riparian habitat to discourage access to the riparian habitat by humans and pets. b) The project applicant shall provide for permanent fencing and/or a landscape barrier to discourage access to the riparian habitat by humans and pets. The fencing and/or landscape barrier shall be placed at the top of the bank of the creeks along those portions of the site adjacent to riparian habitat. The proposed recreation trail shall be on the project site side of the fence/landscape barrier. The fencing and/or landscape barrier shall be constructed of wood or other natural materials and shall allow for the viewing of the riparian habitat while discouraging access. c) Interpretive signs and displays shall be posted along the border of the riparian area to educate the public and route access away from sensitive areas. These informative signs will be posted at intervals determined appropriate by the City of Roseville Parks and Recreation Director along the border with information regarding the objectives of creek and riparian habitat protection. Signs should also include information regarding the importance of restricting access to the riparian area by household pets. Such signs will be made of wood or similar natural material, and be maintained by the Applicant. d) Lighting adjacent to riparian buffers should be shielded away from the riparian areas.	The applicants shall design the project to avoid and preserve riparian vegetation.	*Pre-Construction*: Temporary fencing shall be installed prior to construction. Permanent measures shall be shown on Improvement Plans. Add as note on Improvement Plans.	Engineering and Parks	None	
Use Low-Glare Materials for New Development In order to reduce the effects of daytime glare from development of commercial or office uses within the SVSP Area, building developers should make use, when feasible, of low-glare materials. **MM 4.14-3 Avoid Light Spill Over into Curry Creek and Open Space Areas**	Comply with the measure	*Pre-Construction:* Ensure fixtures shown on Improvement Plans and Building Plans comply with the measure.	Engineering and Building	None	

Outdoor lighting shall be placed, designed and directed so as to avoid light spillover into the habitat of Curry Creek and the Open Space Preserve areas located immediately adjacent to the open space, as shown on the Land Use Map as parcels KT-1, KT-40, KT-30, KT-41, DF-1, DF-2, DF-40, CG-1, CG-82m JM-21, JM-3, and JM-4.		Add as note on Improvement Plans and Building Plans			
MM 4.6-1 Construction Noise Reduction **MM 4.6-1(a):** Construction activities shall comply with the requirements of the City of Roseville Noise Ordinance. **MM4.6-1(b):** Locate fixed construction equipment such as compressors and generators as far as possible from sensitive receptors. Shroud or shield all impact tools, and muffle or shield all in-take and exhaust ports on power construction equipment. **MM 4.6-1(c):** Designate a construction disturbance coordinator and conspicuously post the Coordinator's contact information around the project site and in adjacent public spaces. The disturbance coordinator will receive all public complaints about construction noise disturbances, and will be responsible for determining the cause of the complaint, and implementing any feasible measures to be taken to alleviate the problem. **MM 4.6-1(d):** Well drilling shall occur prior to construction of the adjacent subdivision, to the extent feasible. If construction timing for the wells occurs after subdivision construction, then measures to reduce noise shall include; hanging flexible sound control curtains around the drilling apparatus, and the drill rig, to the degree feasible, as determined by the Environmental Utilities Director, if located within 1,000-feet of an occupied residence.	Discuss during pre-construction meeting and comply with the measure.	*Pre-Construction and Construction*: During construction for MM 4.6-1(d), and prior to issuance of Improvement Plans and/or Building Permits for all others. Add as note on Improvement Plans and Building Plans	Engineering staff to discuss this measure during pre-construction meeting and ensure posting has occurred. Environmental Utilities to address well drilling.	None	
MM 4.8-3 Avoid Nesting Sites To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, the project applicant shall implement the following measures: *Raptors* a) When feasible, all tree removal shall occur between August 30th and February 15th to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area. b) For Swainson's hawk, if avoidance of tree removal outside the breeding season is not feasible, and a nest is present, the applicants would be required to obtain a 2081 permit from CDFG to mitigate for potential "take" under CESA. If no nesting is occurring, a take permit would not be required. c) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15th and August 30th, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests or burrows by a qualified biologist no more than 30-days prior to disturbance. If active raptor nests or burrows are found, and the site is within 350-feet of potential construction activity, a highly visible temporary fence shall be erected around the tree or burrow(s) at a distance of up to 350-feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area. d) Preconstruction and non-breeding season exclusion measures shall be developed in consultation with CDFG, and shall preclude burrowing owl occupation of the portions of the project site subject to disturbance such as grading. Burrowing owls may be passively excluded from burrows in construction areas by placing one-way doors in the burrows according to CDFG protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls regardless of whether they exhibit signs of occupation must be cleared with the one way doors. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow. e) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones) unless directly related to the management or protection of the legally protected species. f) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th or until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist. *Black Rails and Tri-colored Blackbirds* Prior to earth moving that would disturb marsh habitat, a qualified biologist shall conduct surveys to determine the presence of the California black rail. If either of these species is found, all earth moving within 250 feet shall stop and measures, including establishing nest protection buffers along both sides of Curry Creek during the nesting season (generally February 1 through August 31st) shall	Results of preconstruction surveys shall be submitted prior to the issuance of a grading permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans. The applicants shall prepare annual reports on the status and success of mitigation and shall submit these reports to USFWS and CDFG. The applicants shall coordinate with USFWS and CDFG to modify as necessary any mitigation plans in an effort to attain mitigation success.	*Pre-Construction and Construction*: Surveys required prior to construction. If surveys are positive for birds, then remainder of mitigation steps are required prior to construction. Add as note on Improvement Plans.	Engineering	Nesting bird surveys	

be implemented. *Rookeries* No heron rookeries are present within the plan area. Prior to earthmoving that would disturb marsh habitat or tree removal of the eucalyptus grove, pre-construction surveys should be conducted to verify that no rookeries have been established. If rookeries are present all earth moving within 250-feet shall stop, during the breeding season.					
MM 4.13-1 Implementation of construction activity stormwater protection standards Prior to the issuance of a City grading permit and the commencement of construction activities, compliance with the State's General Construction permit, the City of Roseville's Construction Standards, and the City's Stormwater BMP Guidance Manual will be met. This includes the creation of a Storm Water Pollution Prevention Plan (SWPPP) that will identify the site, the location of sensitive habitats or watercourses, drainage areas, discharge locations, soil disturbance areas, and the locations of all runoff, erosion control, and sediment control Best Management Practices (BMPs). On-going monitoring and adjustments to the SWPPP will occur when needed to address changes in the field as construction activities evolve.	The developer shall create a SWPPP, submit it to the City, and comply with its provisions.	*Pre-Construction and Construction*: Submit SWPPP and ensure that BMPs remain in place during construction. Add as note on Improvement Plans and Building Plans.	Engineering	SWPPP	
MM 4.9-1 Cease Work and Consult with Qualified Archaeologist Should any cultural resources, such as structural features, any amount of bone or shell, artifacts, human remains, or architectural remains, be encountered during any subsurface development activities, work shall be suspended within 100-feet of the find. The City of Roseville Planning and Public Works Staff shall be immediately notified. At that time, the City of Roseville shall coordinate any necessary investigation of the site with qualified archaeologists as needed, to assess the resource (i.e., whether it is an "historical resource" or a "unique archaeological resource") and provide proper management recommendations should potential impacts to the resources be found to be significant. Possible management recommendations for important resources could include resource avoidance or, where avoidance is infeasible in light of project design or layout or is unnecessary to avoid significant effects, data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff, in consultation with the archaeologists, to be to avoid or minimize significant effects to the cultural resources. In addition, pursuant to Section 5097.98 or the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	*Construction*: Measure applies if resources are discovered during construction. Add as note on Improvement Plans and Building Plans.	Engineering and Building	None	
Mitigation Measure 4.9-3 Cease Work and Consult with Qualified Paleontologist Should any evidence of paleontological resources (e.g. fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance, if feasible in light of project design or layout, or data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff in consultation with the paleontologist for the protection of the paleontological resources.	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	*Construction*: Measure applies if resources are discovered during construction. Add as note on Improvement Plans and Building Plans.	Engineering and Building	None	
MM 4.10-1 Identify Potential Hazardous Materials (soil contamination, tank or well sites, lead based paint and/or asbestos) Prior to site development in the SVSP, recommended testing and remediation, if needed shall occur. Groundwater wells shall be properly closed. If evidence of soil contamination, septic tanks, or other underground storage tanks are encountered in previously unidentified locations in the SVSP area, work shall cease until the area can be tested, and if necessary remediated and/or properly removed or closed. Remediation activities could include removal of contaminated soil, and/or onsite treatment. As part of the process, the City shall ensure that any necessary investigation and/or remediation activities are coordinated with the Roseville Fire Department, Placer County Division of Environmental Health, and if needed, other appropriate federal, state and local agencies. Once a site is remediated, construction can continue.	The applicants shall be responsible for conducting soil testing and/or recommendation of the Phase I environmental site assessments, if conditions are encountered which warrant such studies.	*Construction*: Applies if conditions found which warrant assessment (e.g. stained soils, underground tanks). Add as note on Improvement Plans.	Engineering and Fire	Phase I environmental assessment, if conditions warrant	
MM 4.12.4-2 Divert Construction Debris The applicants shall ensure a 50% reduction in the construction waste stream generated from development within the SVSP. In Developer contracts with construction contractors and their sub-contractors, the Developer shall require that construction waste be reduced by 50%. The Developer shall further require that contractors and sub-contractors submit records of diversion and disposal to	Comply with the measure	*Construction:* Contractor to ensure diversion occurs during construction. Add as note on Improvement Plans and Building Plans.	Environmental Utilities	Records of diversion	

the City's Environmental Utilities Department in order to verify compliance with this requirement.					

NOTE: This table is provided as a courtesy to the developer, to highlight the text of measures which are required to be placed on Improvement Plans and/or Building Plans. Refer to the applicable environmental document (e.g. Environmental Impact Report) for a full list of measures, and for context. Other measures may be applicable, but are not included here because they have already been completed or they are addressed via other mechanisms (e.g. development fees).

RESOLUTION NO. 22-191

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan 2035 – Land Use Map and tables of the City of Roseville for that portion of certain real property within the City of Roseville known as the Sierra Vista Specific Plan (SVSP) to reconfigure parcels within the SVSP, including relocating Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); changing Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; changing Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separating High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23) and reducing the HDR acreage by 0.86 acres; and increasing Community Commercial (CC) Parcel FD-41 from 5.71 acres to 6.24 acres; as shown in Exhibit B and incorporated herein by reference; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the General Plan on April 28, 2022; and

WHEREAS, on June 1, 2022, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on June 1, 2022, the City Council considered the Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendments changing the Land Use Map and the text within the Land Use Element (attached as Exhibit B) are hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2022, by the following vote onroll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

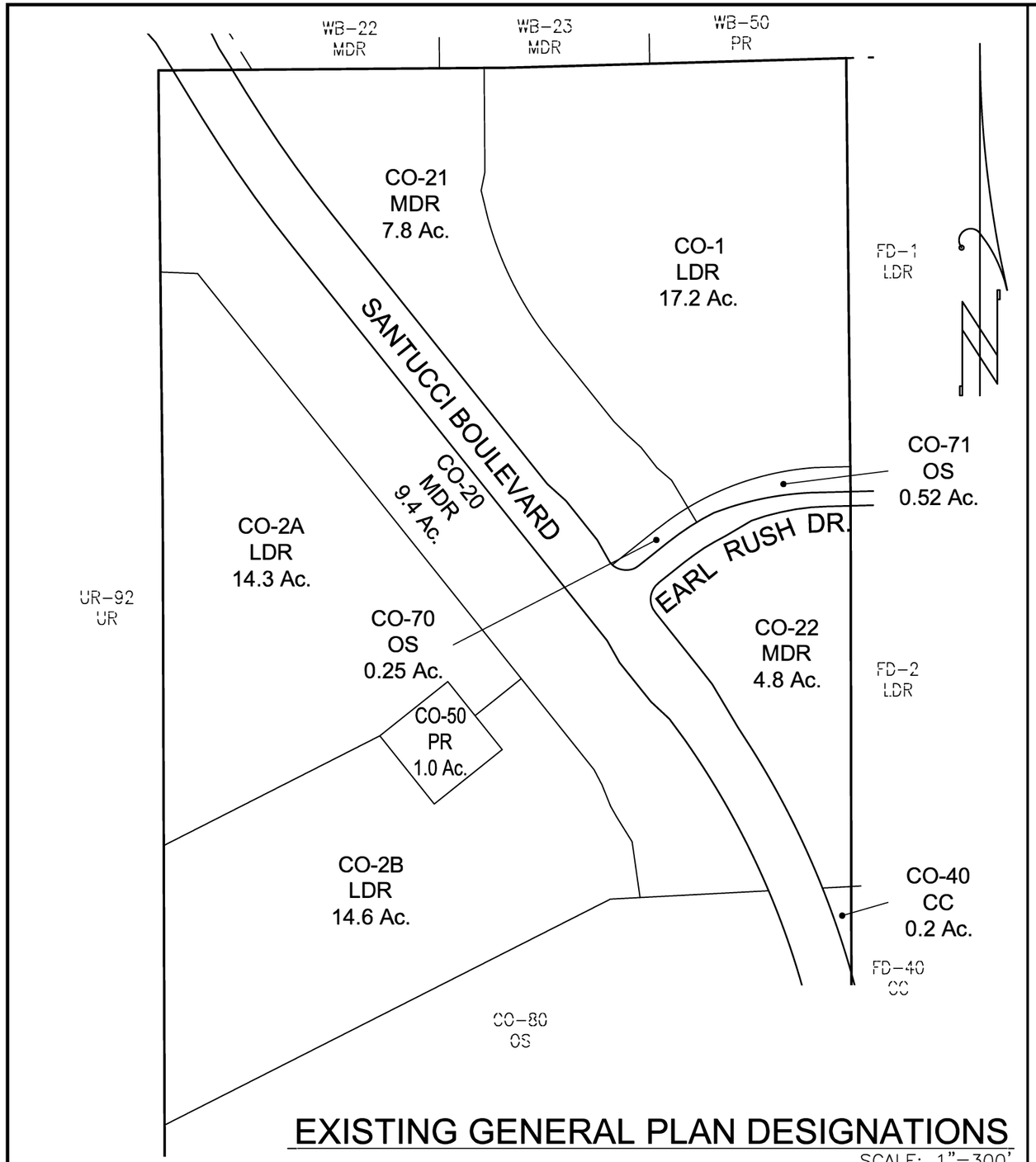
_____

MAYOR

_____

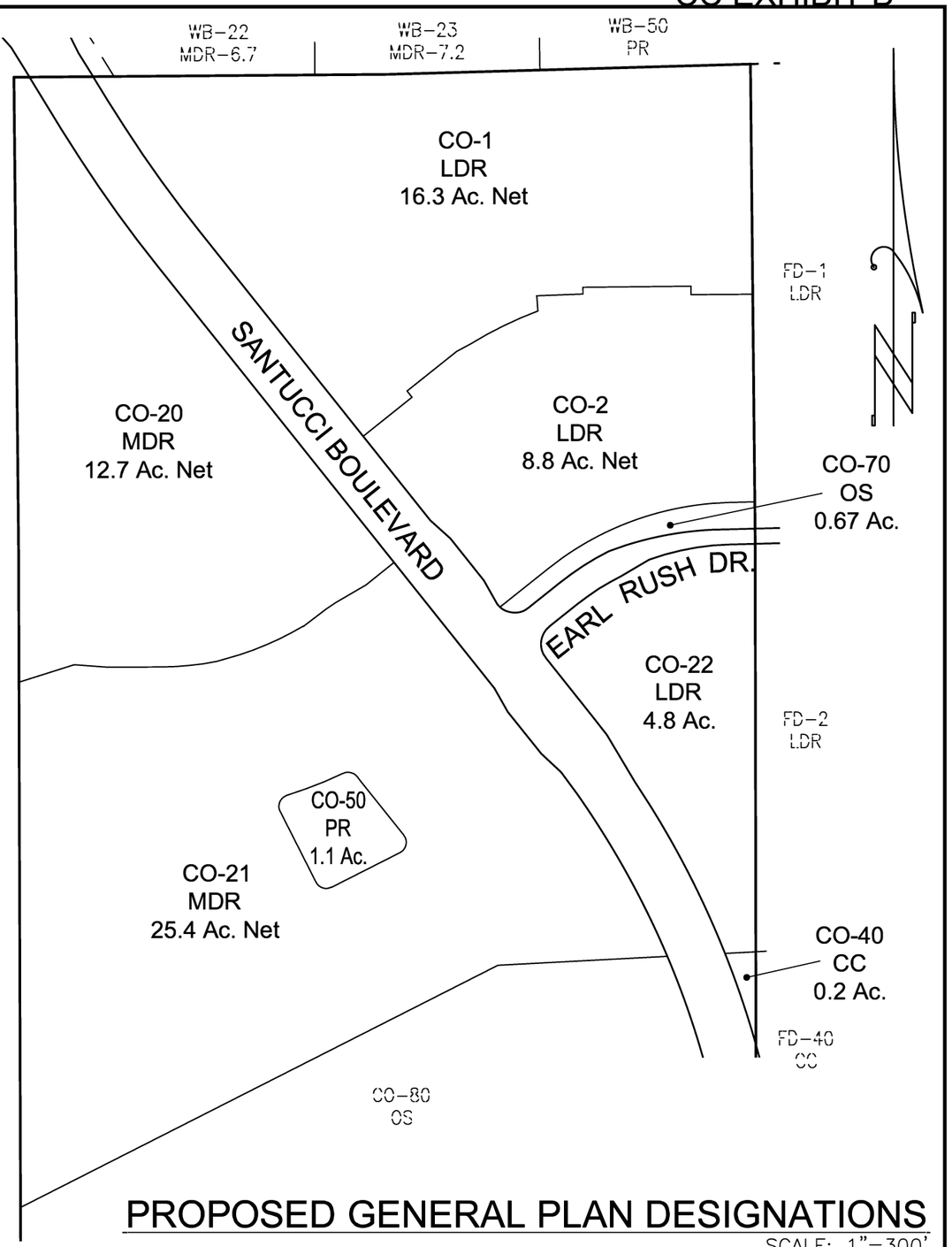
City Clerk

CC EXHIBIT B



EXISTING GENERAL PLAN DESIGNATIONS

SCALE: 1"=300'



PROPOSED GENERAL PLAN DESIGNATIONS

SCALE: 1"=300'

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=300'

JOB #: 18-03-010

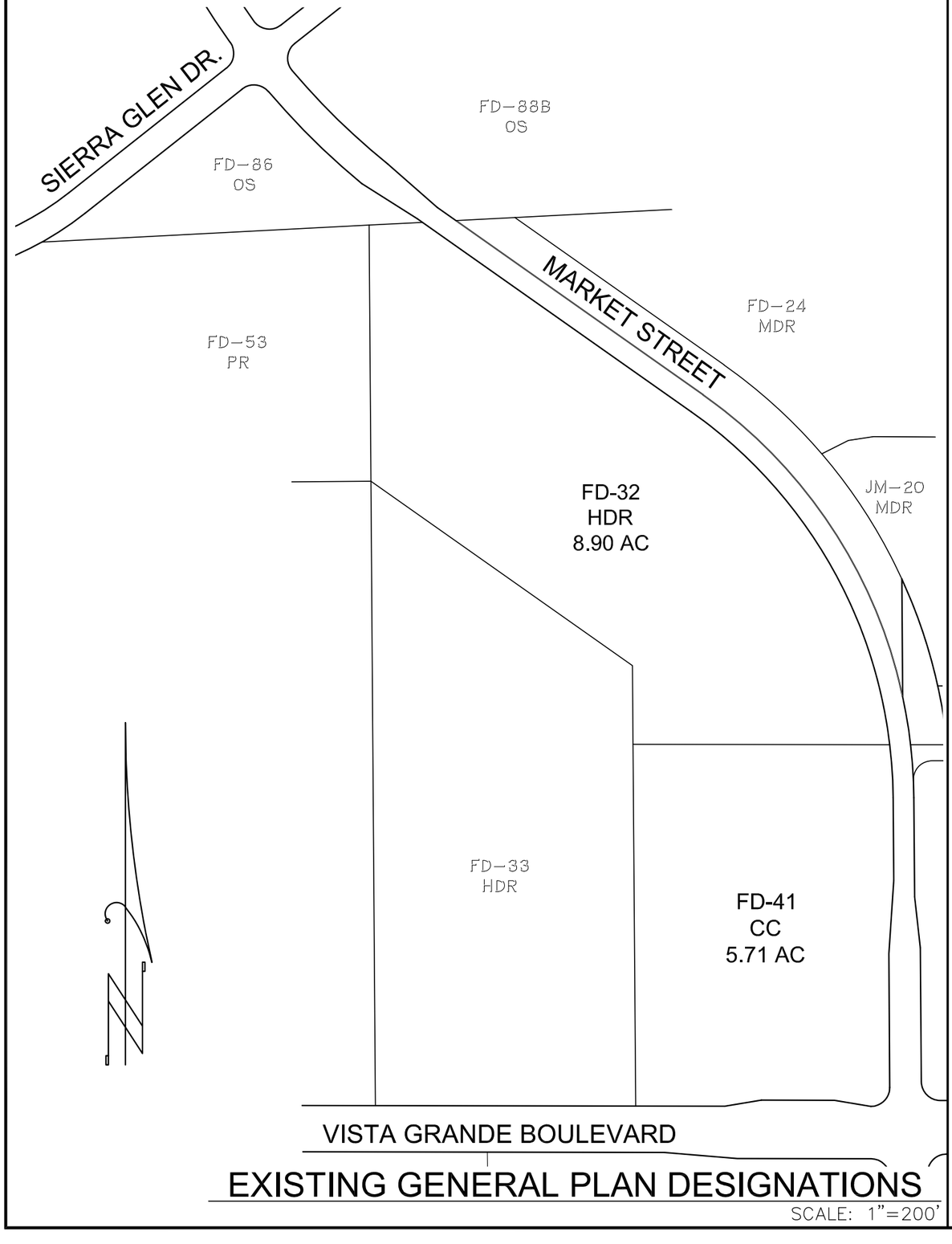
DATE: JUNE 2021

GENERAL PLAN AMENDMENT EXHIBIT

THE VILLAGES at SIERRA VISTA

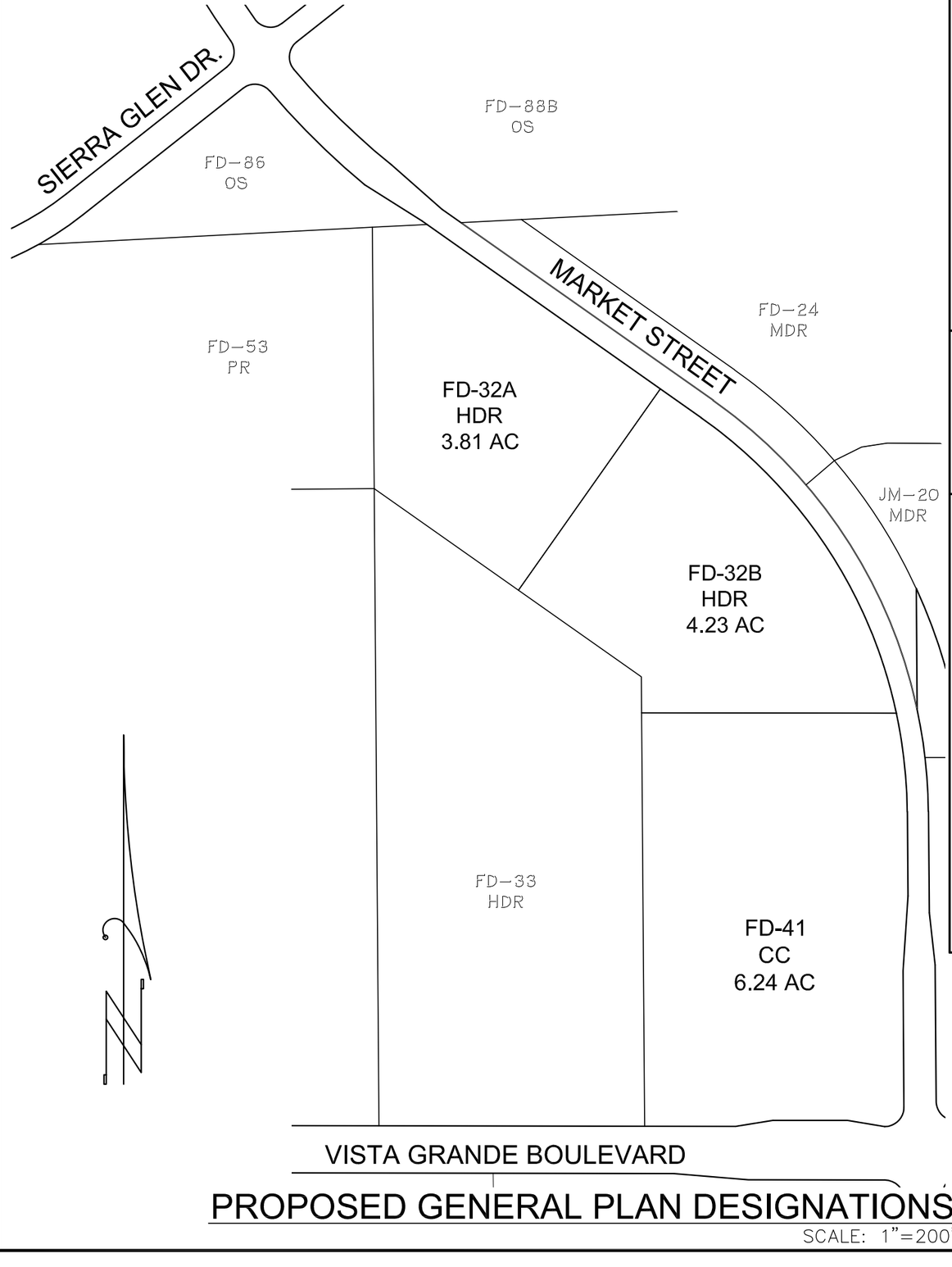
PARCELS CO-01, CO-02, CO20, CO-21, CO-22 & CO-40

CITY of ROSEVILLE, CALIFORNIA



EXISTING GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'



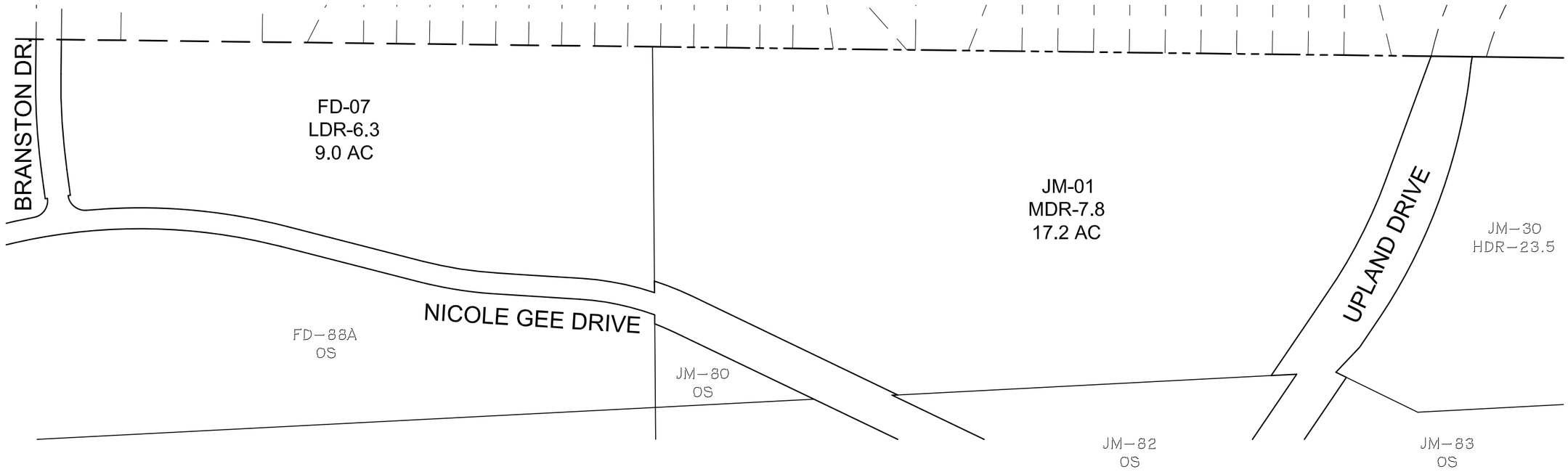
PROPOSED GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'

GENERAL PLAN AMENDMENT EXHIBIT
SVSP PARCELS FD-32 AND FD-41
CITY of ROSEVILLE, CALIFORNIA

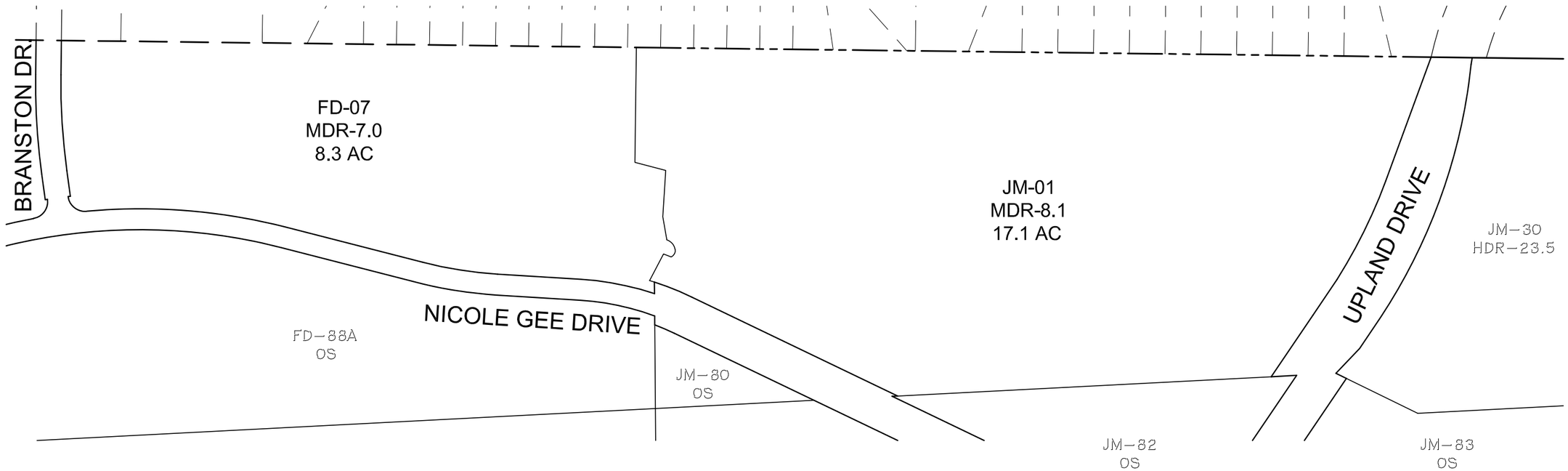
SCALE: 1"=200'
JOB #: 20-06-022
DATE: JUNE, 2021

BAKER-WILLIAMS ENGINEERING GROUP
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(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com



EXISTING GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'



PROPOSED GENERAL PLAN DESIGNATIONS

SCALE: 1"=200'

GENERAL PLAN AMENDMENT EXHIBIT
SVSP PARCELS JM-01 AND FD-7

CITY of ROSEVILLE, CALIFORNIA

SCALE: 1"=200'

JOB #: 20-06-027

DATE: DEC., 2021

BAKER-WILLIAMS ENGINEERING GROUP
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8020 Ruland Drive, Suite 19 ~ Carmichael, CA 95608
(916) 331-1336 ~ fax (916) 331-1430 ~ office@bwengineers.com

RESOLUTION NO. 22-192

AMENDING THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designations of certain parcels of the Sierra Vista Specific Plan (SVSP) to reconfigure parcels within the SVSP, including relocating Parcel CO-21, which has the effect of changing 7.8 acres of Medium Density Residential (MDR) to Low Density Residential (LDR); changing Parcel CO-22 from 4.8 acres of MDR to 4.81 acres of LDR; changing Parcel FD-7 from 8.97 acres of LDR to 8.34 acres of MDR; separating High Density Residential (HDR) Parcel FD-32 (8.9 acres) into HDR Parcels FD-32A (3.81 acres) and FD-32B (4.23) and reducing the HDR acreage by 0.86 acres; and increasing Parcel FD-41 from 5.71 acres to 6.24 acres and changing the land use designation from Community Commercial/Mixed Use (CC/MU) to Community Commercial (CC);as shown in Exhibit C, attached and incorporated herein by reference; and

WHEREAS, a proposal for a Specific Plan Amendment has been submitted to modify the Sierra Vista Specific Plan figures and text based on the land use changes, and to update the text and figures regarding the transfer of affordable housing obligation from Parcels CO-20 and DF-20 to FD-32B, removal of the mixed-use overlay from Parcel FD-41, gated subdivisions within the SVSP, as shown in Exhibits C and H, attached and incorporated herein by reference; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the Sierra Vista Specific Plan on April 28, 2022; and

WHEREAS, on June 1, 2022, the City Council considered an Addendum to the Sierra Vista Specific Plan Environmental Impact Report (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Specific Plan Amendment is consistent with the adopted City of Roseville General Plan, as proposed and revised; and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses, and programs specified in the City of Roseville General Plan and the Amoruso Ranch Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendments changing the specific plan land use designations and specific plan text within the Sierra Vista Specific Plan (attached as Exhibits C and H) are hereby adopted.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

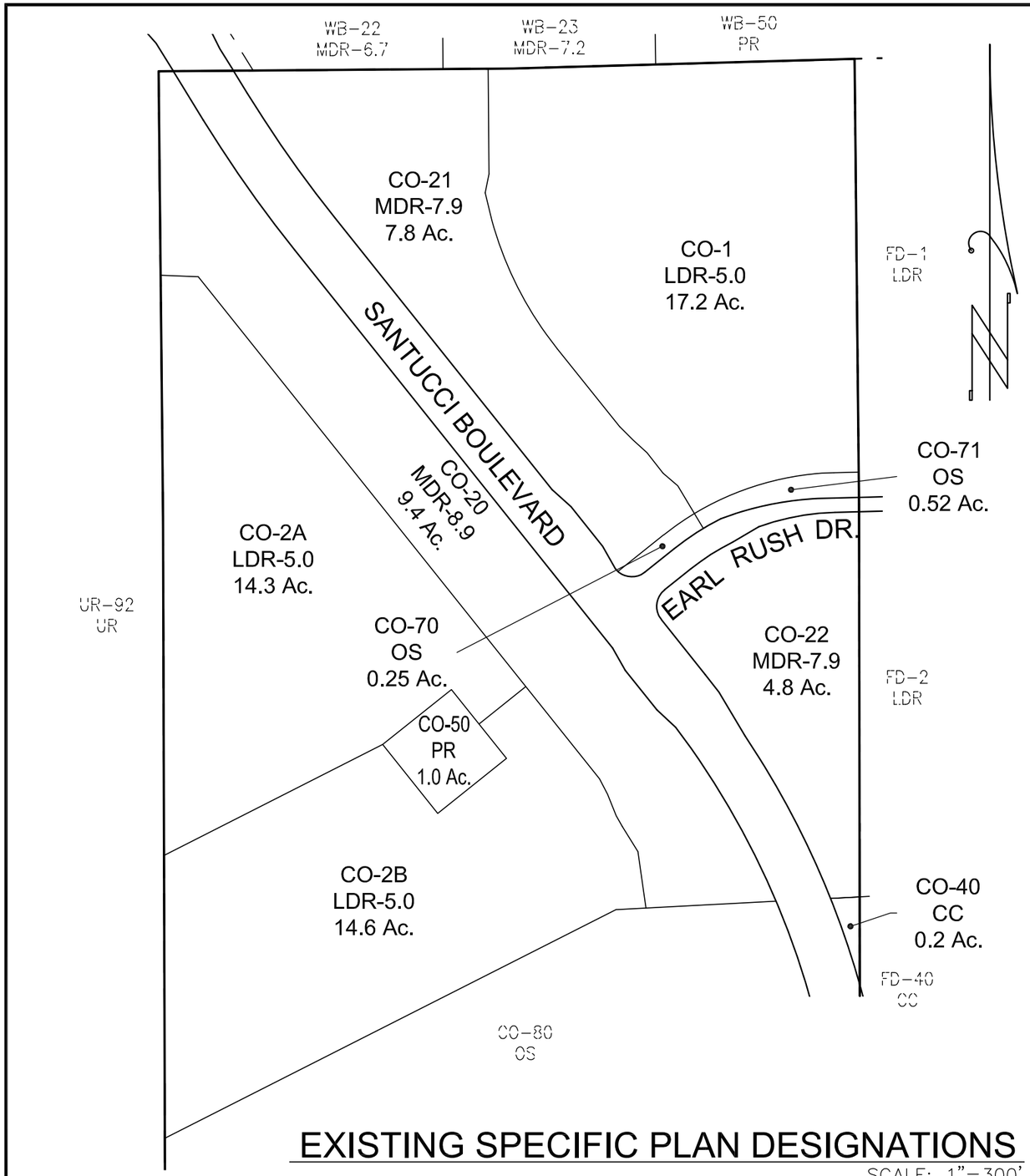
_____

MAYOR

_____

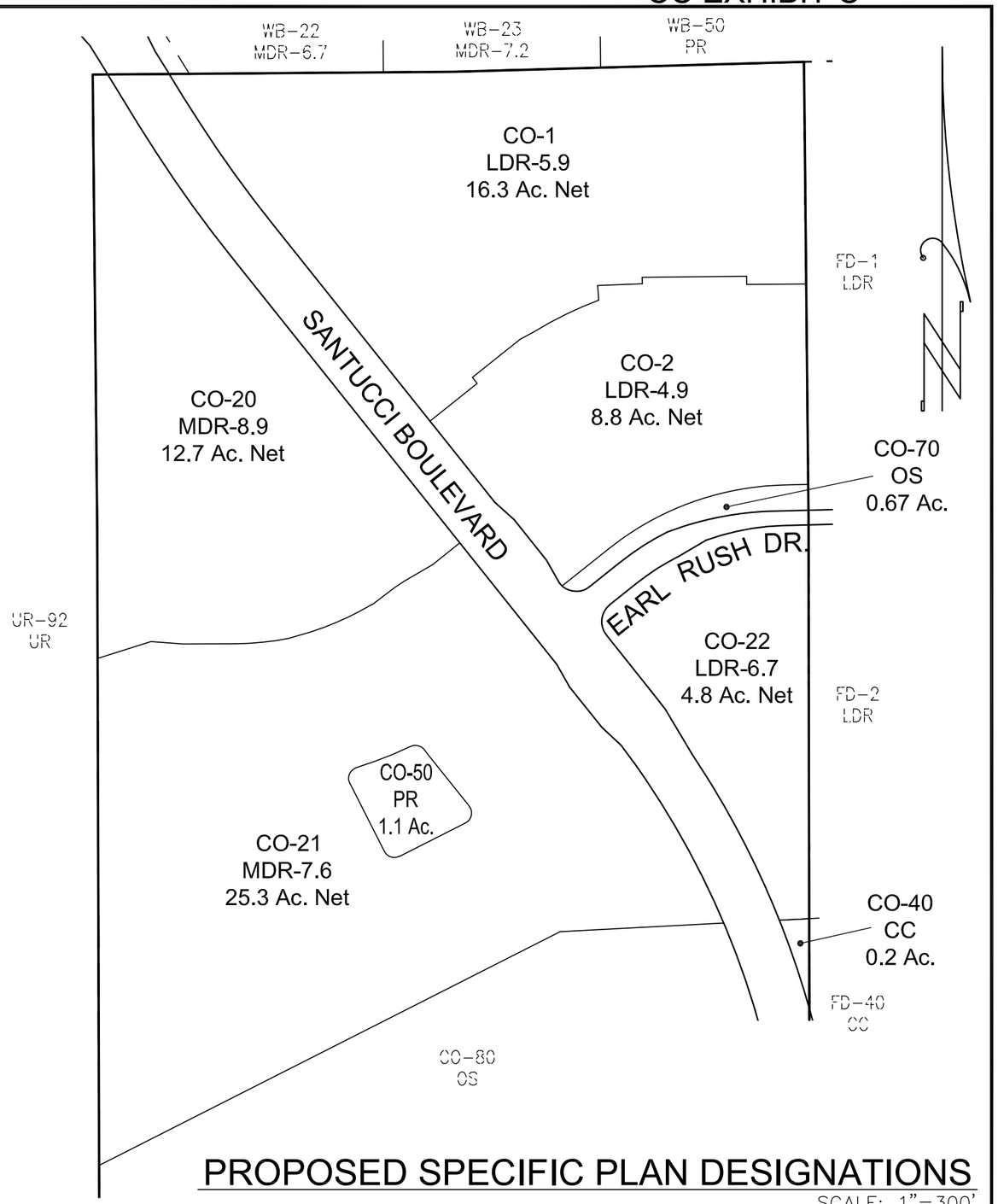
City Clerk

CC EXHIBIT C



EXISTING SPECIFIC PLAN DESIGNATIONS

SCALE: 1"=300'



PROPOSED SPECIFIC PLAN DESIGNATIONS

SCALE: 1"=300'

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=300'

JOB #: 18-03-010

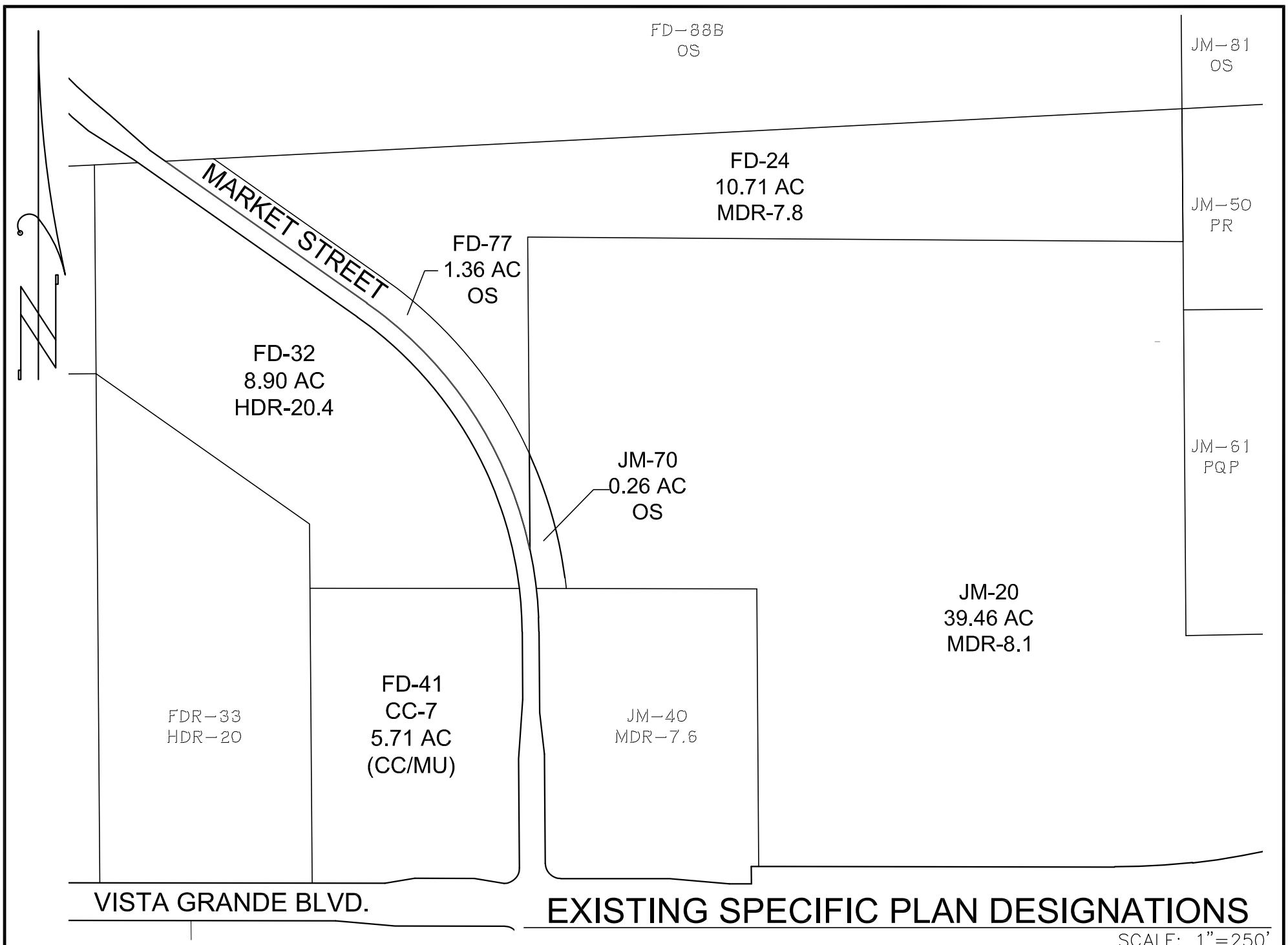
DATE: JUNE 2021

SPECIFIC PLAN AMENDMENT EXHIBIT

THE VILLAGES at SIERRA VISTA

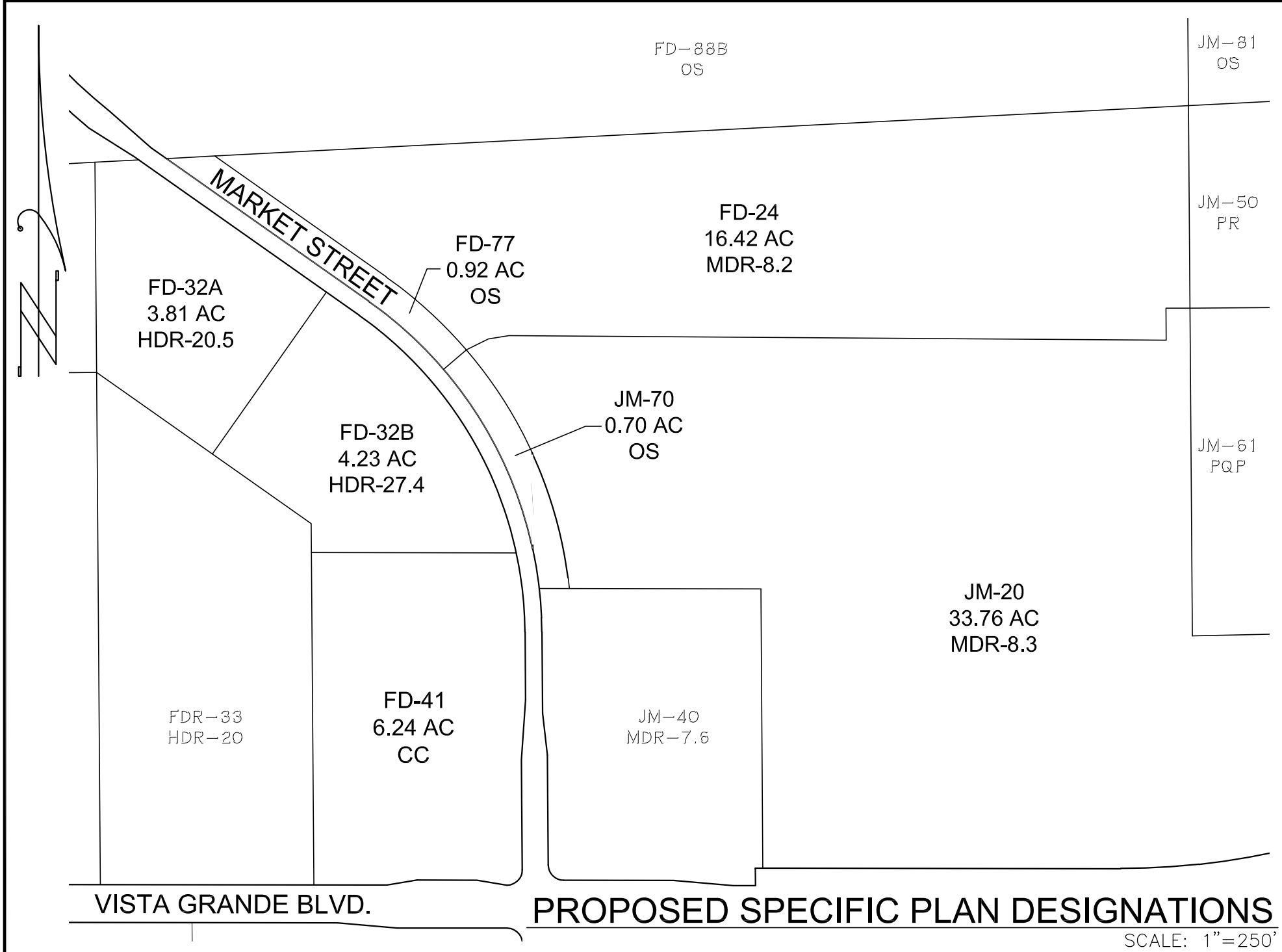
PARCELS CO-01, CO-02, CO20, CO-21, CO-22 & CO-40

CITY of ROSEVILLE, CALIFORNIA



EXISTING SPECIFIC PLAN DESIGNATIONS

SCALE: 1"=250'



PROPOSED SPECIFIC PLAN DESIGNATIONS

SCALE: 1"=250'

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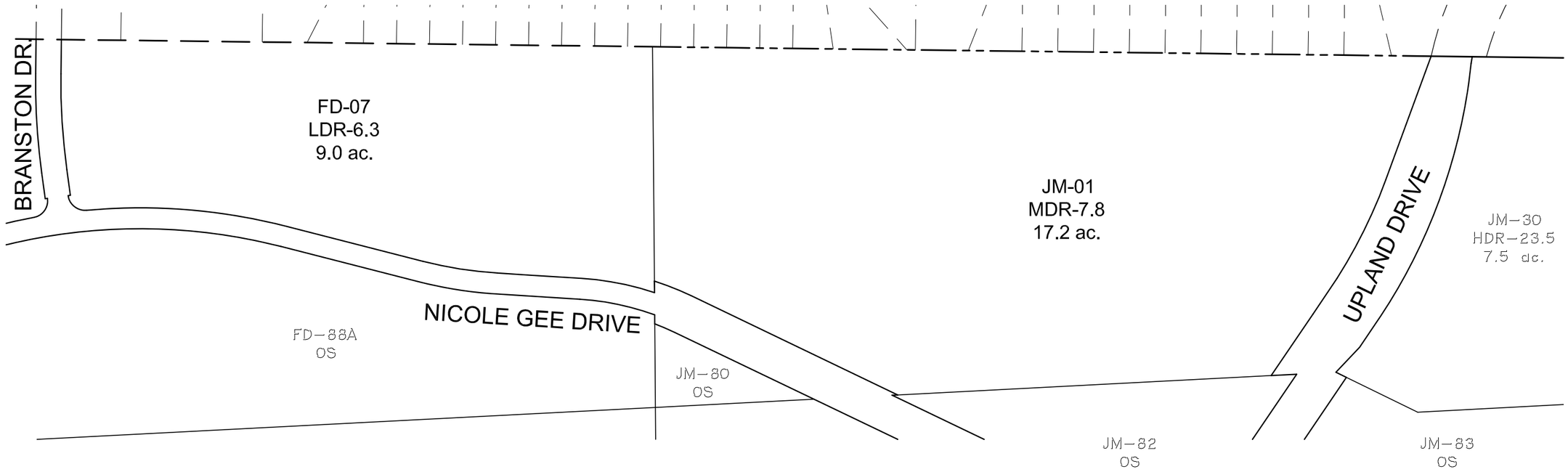
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JOB #: 20-06-022

DATE: AUG., 2021

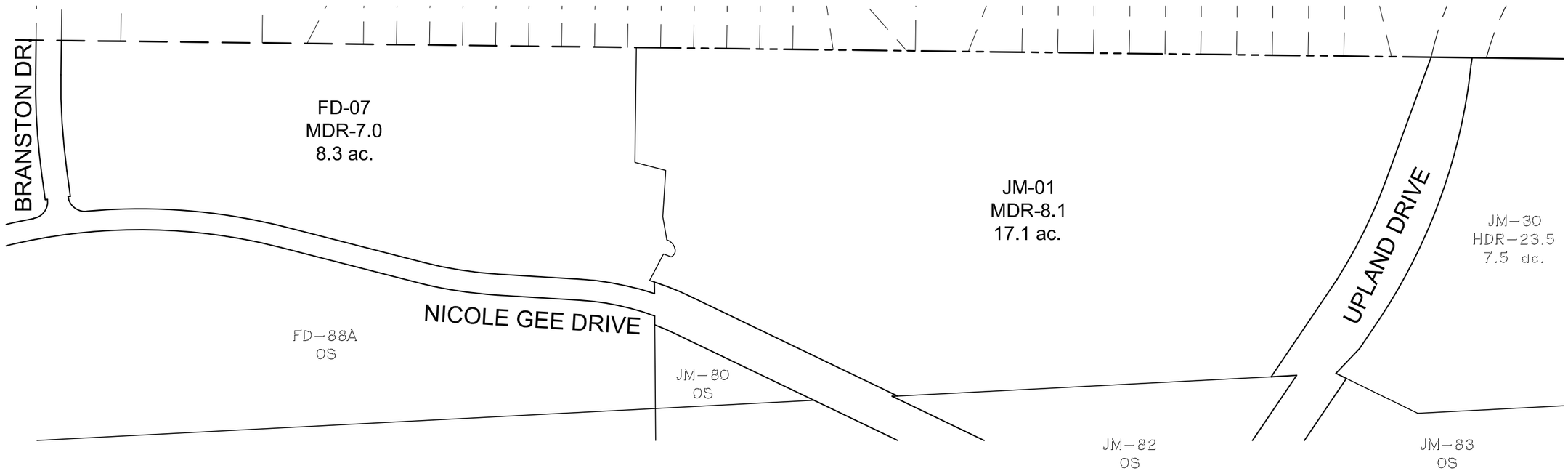
SPECIFIC PLAN AMENDMENT EXHIBIT
SVSP PARCELS JM-20, FD-24, FD-32 & FD-41

CITY of ROSEVILLE, CALIFORNIA



EXISTING SPECIFIC PLAN DESIGNATIONS

SCALE: 1"=200'



PROPOSED SPECIFIC PLAN DESIGNATIONS

SCALE: 1"=200'

SPECIFIC PLAN AMENDMENT EXHIBIT
SVSP PARCELS JM-01 AND FD-7

CITY of ROSEVILLE, CALIFORNIA

SCALE: 1"=200'
JOB #: 20-06-027
DATE: DEC., 2021

BAKER-WILLIAMS ENGINEERING GROUP
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8020 Ruland Drive, Suite 19 ~ Carmichael, CA 95608
(916) 331-1336 ~ fax (916) 331-1430 ~ office@bwengineers.com

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission regarding approval of the rezone specified herein, and make the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of the Roseville General Plan and the Sierra Vista Specific Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as the Sierra Vista Specific Plan (SVSP), as shown and so designated in Exhibit "D", which is attached hereto and incorporated herein by reference, to adjust the acreage and configuration of zoning boundaries for Small Lot Residential (RS) Parcels CO-1, CO-2, CO-3, CO-20, CO-21, and CO-22; adjust the acreage and configuration of Multifamily Residential (R3) Parcels FD-32A and FD-32B; adjust the acreage and configuration of Parcel FD-41 and rezone from Commercial Mixed Use –Special Area Overlay (CMU/SA) to Community Commercial (CC); adjust the acreage and configuration for Parks and Recreation (PR) Parcel CO-50; and adjust the acreage on configuration of Open Space Parcel CO-70.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

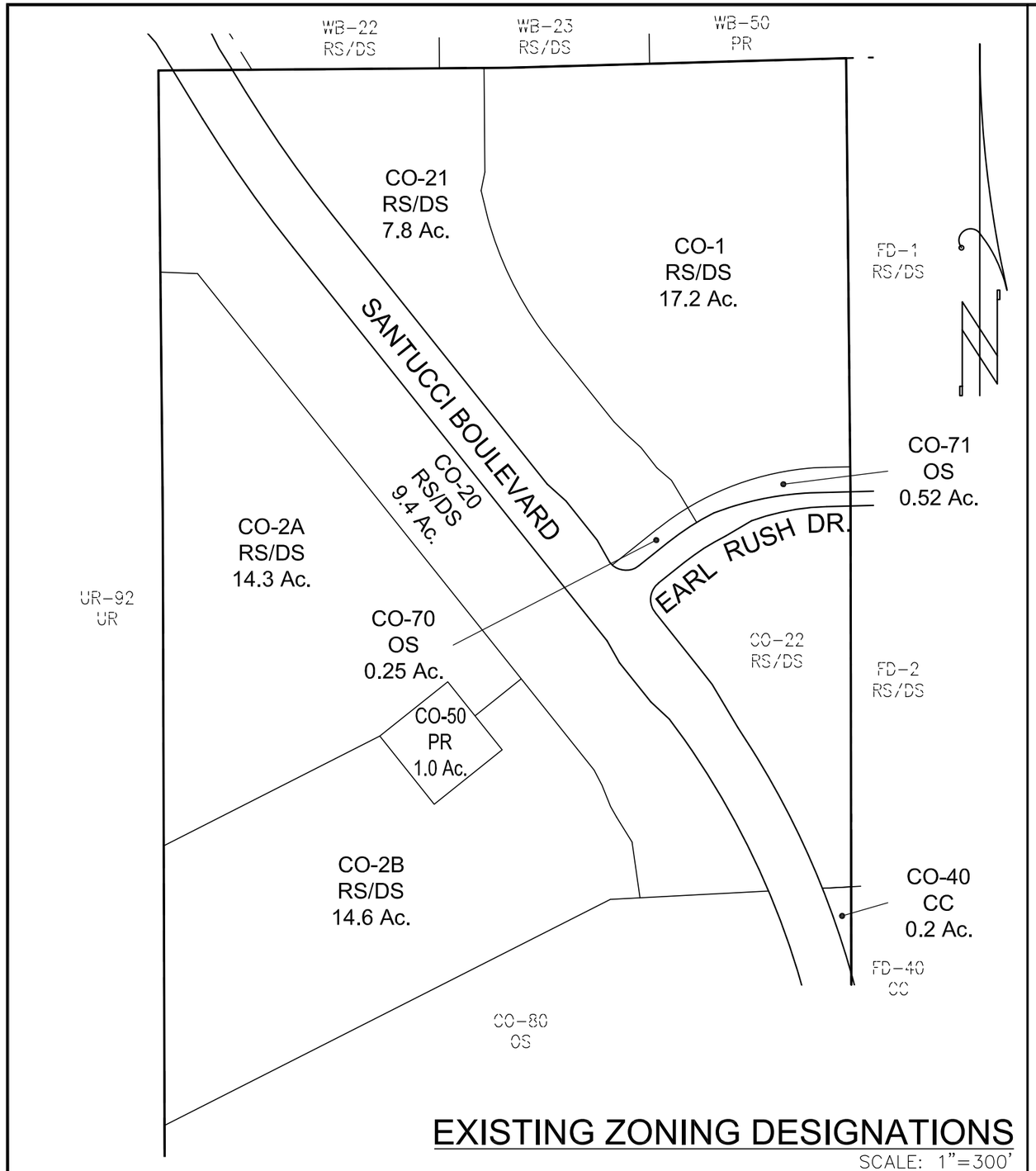
MAYOR

ATTEST:

_____

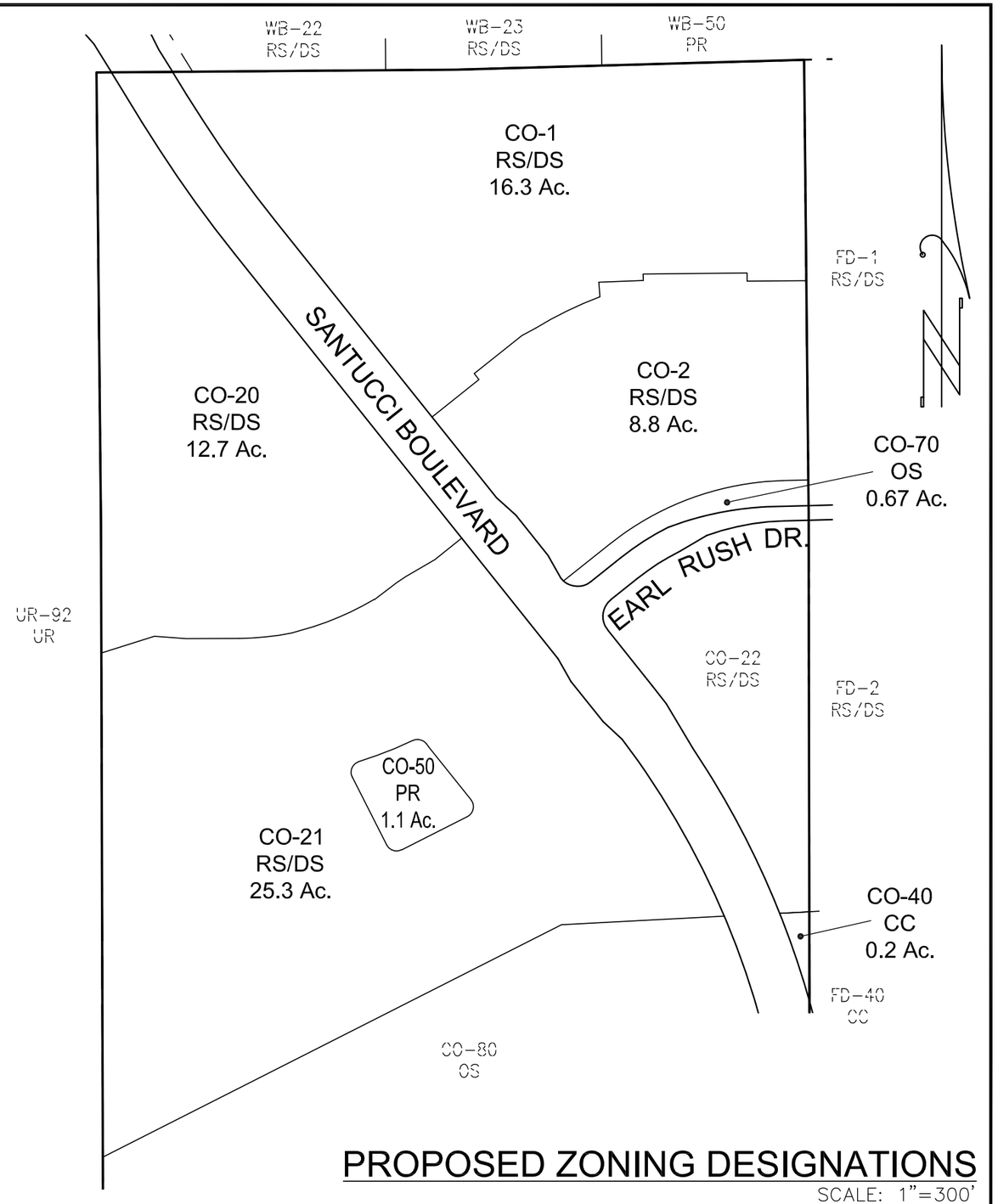
City Clerk

CC EXHIBIT D



EXISTING ZONING DESIGNATIONS

SCALE: 1"=300'



PROPOSED ZONING DESIGNATIONS

SCALE: 1"=300'

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=300'

JOB #: 18-03-010

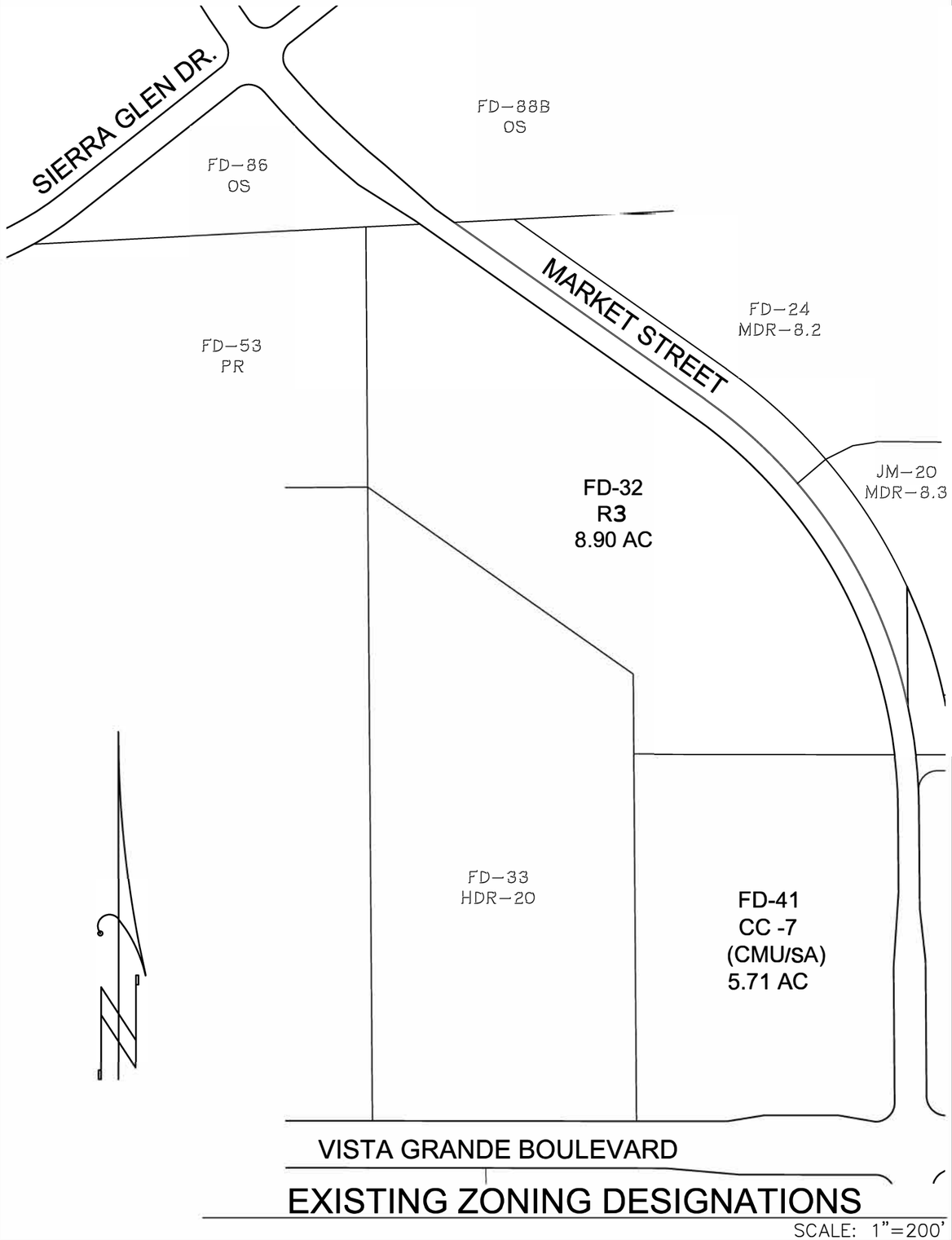
DATE: JUNE 2021

REZONE EXHIBIT

THE VILLAGES at SIERRA VISTA

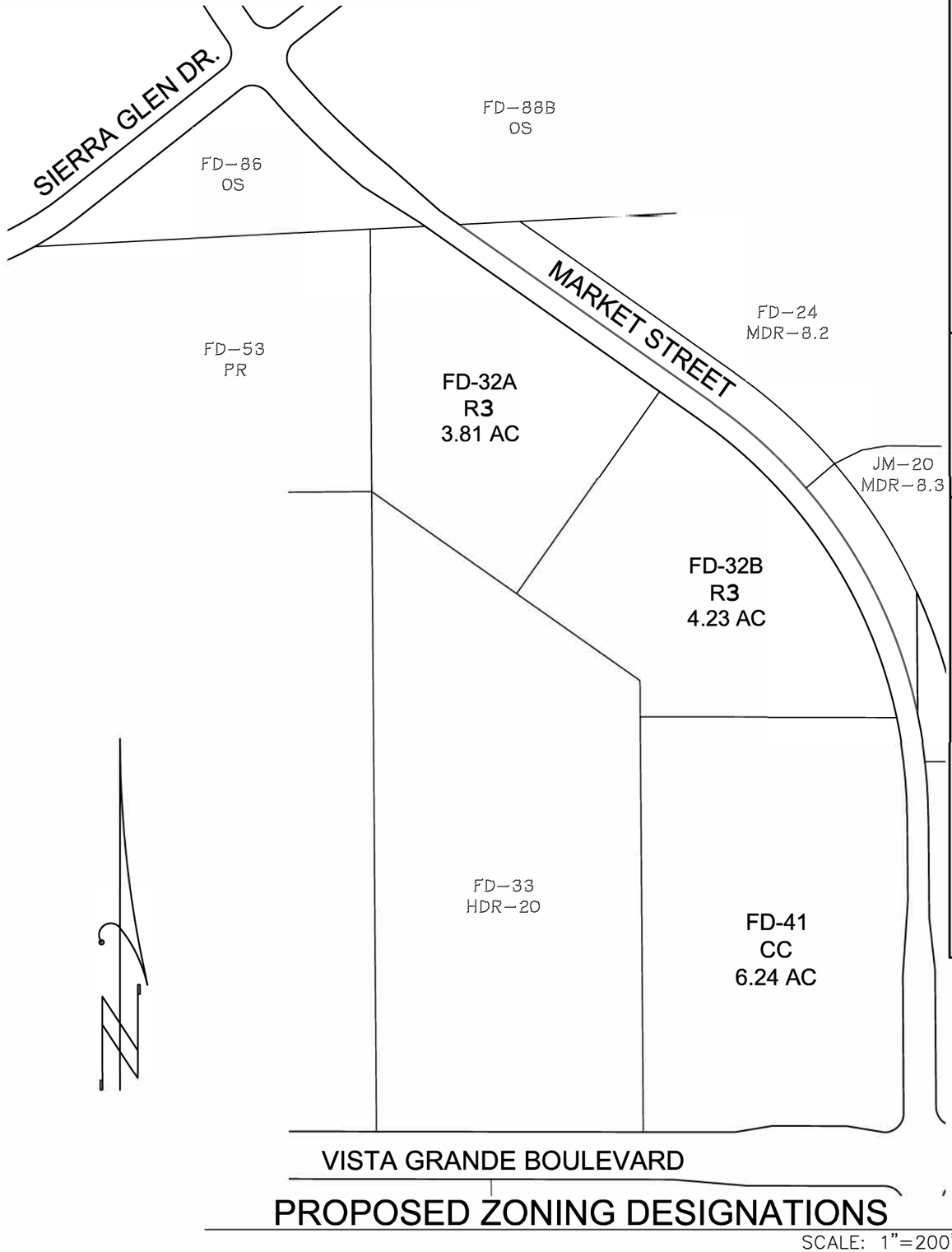
PARCELS CO-01, CO-02, CO20, CO-21, CO-22 & CO-40

CITY of ROSEVILLE, CALIFORNIA



EXISTING ZONING DESIGNATIONS

SCALE: 1"=200'



PROPOSED ZONING DESIGNATIONS

SCALE: 1"=200'

REZONE EXHIBIT
SVSP PARCELS FD-32 AND FD-41
CITY of ROSEVILLE, CALIFORNIA

SCALE: 1"=200'
JOB #: 20-06-022
DATE: JUNE, 2021

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SV 218, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Second Amendment of the Development Agreement by and between the City of Roseville and SV 218, LLC, a California limited liability company ("SV 218:"), pertaining to the property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) certified on May 5, 2010, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to 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 Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to Development Agreement is in conformance with the public health, safety and welfare;

4. The Second 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 Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and SV 218, LLC relative to the Sierra Vista Specific Plan, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SV 218, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This Second Amendment of Development Agreement is entered into this ____ day of _____, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and SV 218, LLC, a California limited liability company ("SV 218") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. DF Properties, Inc., a California corporation ("DF") and City entered into a Development Agreement (the "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. 2010-0045939-00.

B. DF and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area as defined in Exhibit "A" and depicted in Exhibit "B" of the Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. DF and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on February 3, 2021, and recorded on April 13, 2021, in the Official Records of Placer County as Document No. 2021-0050636-00.

D. DF and City entered into the First Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the First Amendment.

E. DF assigned a portion of its interest in the Development Agreement to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement ("Assignment") dated as of August 27, 2021, and recorded August 30, 2021, as Document No. 2021-0109007-00, in the Official Records of Placer County, California.

F. DF and SV 218 entered into the Assignment with respect to that certain portion of the Property described in Exhibit "A" thereto ("Second Amendment Property").

G. This Second Amendment to the Development Agreement (the "Second Amendment") affects the Second Amendment Property as described in Exhibit "A" and depicted in Exhibit "B" attached hereto. SV 218 and City intend for this Second Amendment to eliminate SV 218's obligation to reserve four (4) units as detached and/or attached single-family residential units affordable to middle-income purchasers within DF-20, revise the parties' obligations with respect to groundwater production wells and recycled water facilities, update the parties' evaluation of water conservation goals, and resolve the parties' inconsistent interpretations of Subsection 3.17.1.2(i) of the Development Agreement.

H. This Second Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

a. The term "Entitlements" set forth in Recital F of the Development Agreement for the Second Amendment Property is hereby revised to include the Sierra Vista Specific Plan and Design Guidelines, as amended and adopted by Resolution No. ___-___.

b. The first paragraph of Section 2.6 of the Development Agreement for the Second Amendment Property is hereby deleted in its entirety.

c. Section 2.6.1 (inclusive of Sections 2.6.1.1 through 2.6.1.6) of the Development Agreement for the Second Amendment Property is hereby deleted in its entirety.

d. Section 3.7.2 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.2 Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements.

Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality.

It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee."

e. Section 3.7.4 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal. The City has determined, and Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current

information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

f. Section 3.9 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos

adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water distribution system as generally shown in Exhibit "U". In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the WRSP as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at $5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of $30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);

The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at $2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall

remain in place until Landowner's proportionate share of the $2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.

City shall impose a charge for recycled water of $20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as $2.9 million for the Recycled Water Facilities, beyond the $2.4 million of maximum special taxes collected, is fully funded; and

If the costs of the Recycled Water Facilities fall below or rise above the $5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated $5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated $5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities."

g. Section 3.17.1.2(i) of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"(i) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds

from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement."

h. REVISED EXHIBITS. Exhibit "C" attached to this Second Amendment is added to the exhibits and replaces Exhibit "F" in the Development Agreement.

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT LIMITED TO SECOND AMENDMENT PROPERTY. This Second Amendment is limited to and applies only to development of the Second 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 Second Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Second Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Second Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2022.

CITY OF ROSEVILLE, a municipal corporation	SV 218, LLC, a California limited liability company
By:_____	By:_____

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 May 10, 2022 before me, Karen Headley a Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Martin 2. Ziegler
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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Dominick Casey
City Manager

Martin Z. Ziegler
Manager

ATTEST:

By:_____
Carmen Avalos
City Clerk

APPROVED AS TO FORM;

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

Exhibit A

Legal Description of Second Amendment Property

All that real property situate in the City of Roseville, County of Placer, State of California, located in Section 36, Township 11 North, Range 5 East, M.D.M. and being all of Lot 1, as said Lot is shown on that certain Large Lot Subdivision Map entitled, "Sierra Vista DF Properties Inc., Large Lot Subdivision, Subdivision NO. 15-0192", filed for record in the office of the Recorder of said County in Book 'FF' of Maps, at Page 21, Official Records.

Exhibit B

Depiction of Second Amendment Property

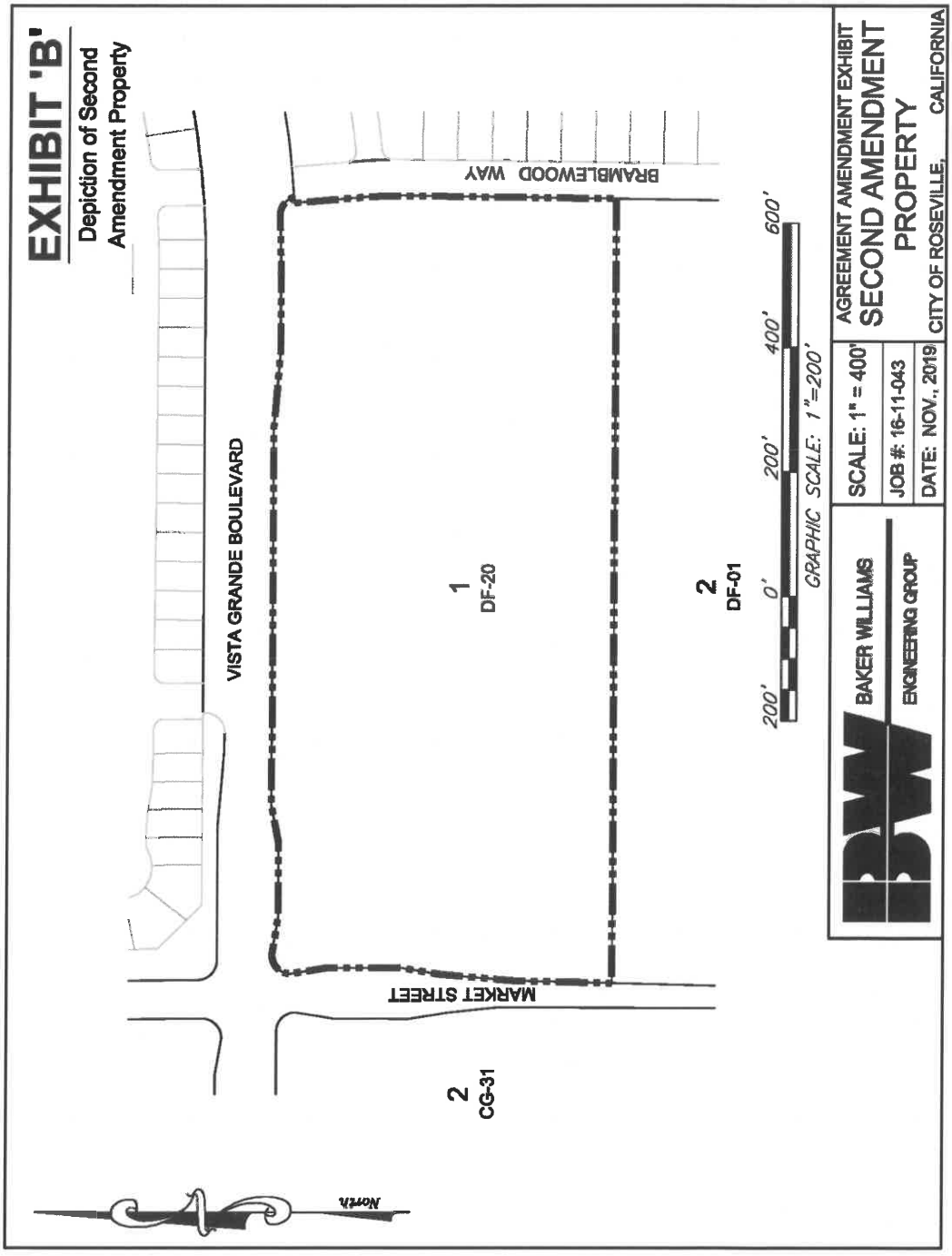
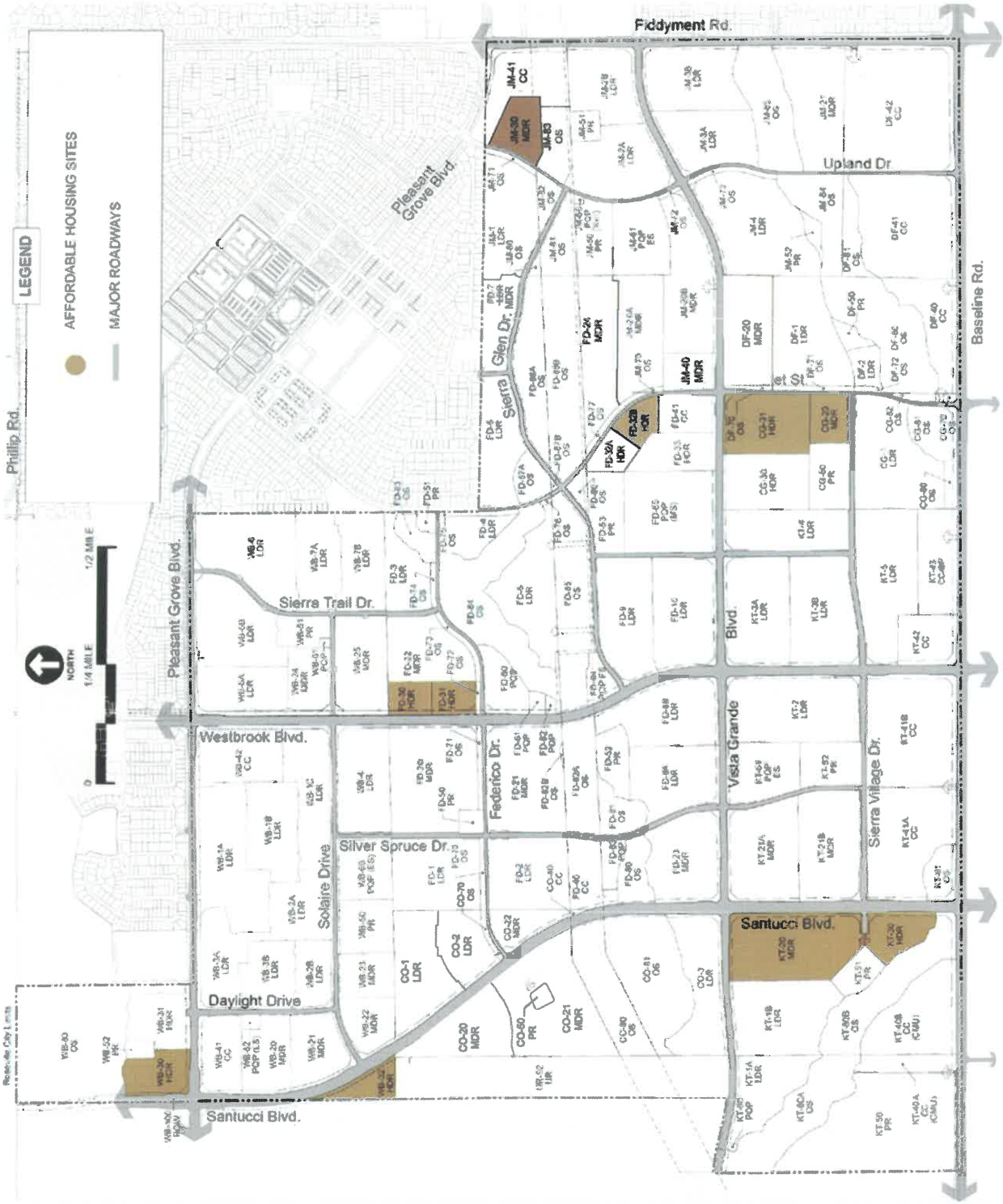


Exhibit C

Affordable Housing Sites



ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Second Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC, relative to the Sierra Vista Specific Plan.

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) certified on May 5, 2010, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to 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 Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to Development Agreement is in conformance with the public health, safety and welfare;

4. The Second 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 Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and Mourier Investments, LLC, relative to the Sierra Vista Specific Plan, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This Second Amendment of Development Agreement is entered into this ____ day of _____, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier and City entered into a Development Agreement (the "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. 2010-0045949-00.

B. Mourier and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area as defined in Exhibit "A" and depicted in Exhibit "B" of the Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. Mourier and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on April 21, 2021, and recorded on July 1, 2021, in the Official Records of Placer County as Document No. 2021-0085265-00.

D. Mourier and City entered into the First Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the First Amendment.

E. This Second Amendment to the Development Agreement (the "Second Amendment") affects certain portions of the Property owned by Mourier (the "Second Amendment Property") as described in Exhibit "A" and depicted in Exhibit "B" attached hereto. Mourier and City intend for this Second Amendment to document certain unit transfers within the Plan Area, revise the parties' obligations with respect to groundwater production wells and recycled water facilities, update the parties' evaluation of water conservation goals, and resolve the parties' inconsistent interpretations of Subsection 3.17.1.2(i) of the Development Agreement.

F. This Second Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

a. The term "Entitlements" set forth in Recital F of the Development Agreement for the Second Amendment Property is hereby revised to include the Sierra Vista Specific Plan and Design Guidelines, as amended and adopted by Resolution No. ___-___.

b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the Second Amendment Property are hereby revised as follows:

Low Density Residential	197 units on 40.8 Net Acres;
Medium Density Residential	319 units on 42.8 Net Acres;
Community Commercial	0.2 Net Acres;
Park	1.1 Net Acres;
Open Space	36.8 Net Acres;
Open Space (paseo)	0.7 Net Acres;

c. Section 3.7.2 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.2 Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors

access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality.

It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee."

d. Section 3.7.4 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal. The City has determined, and Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific

Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

e. Section 3.9 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall

construct and dedicate upon completion thereof, a recycled water distribution system as generally shown in Exhibit "U". In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the WRSP as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at $5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of $30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);

The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at $2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the $2.4

million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.

City shall impose a charge for recycled water of $20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as $2.9 million for the Recycled Water Facilities, beyond the $2.4 million of maximum special taxes collected, is fully funded; and

If the costs of the Recycled Water Facilities fall below or rise above the $5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated $5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated $5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities."

f. The second paragraph of Section 3.12.3 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property

subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that prior to or concurrent with recordation of a final map for parcel CO-01, Landowner shall make a one-time payment to City in the amount of $141,990, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for neighborhood and city-wide park fees.

g. The second paragraph of Section 3.12.7 of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that Prior to or concurrent with recordation of a final map for parcel CO-01, Owner shall make a one-time payment to City in the amount of $15,998, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for bike trail improvements.

h. Section 3.17.1.2(i) of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

"(i) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to

the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement."

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT LIMITED TO SECOND AMENDMENT PROPERTY. This Second Amendment is limited to and applies only to development of the Second 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 Second Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Second Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Second Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2022.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Carmen Avalos
City Clerk

APPROVED AS TO FORM;

By:_____
michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

MOURIER INVESTMENTS, LLC, a
California limited liability company

By:_____
John L. Mourier, III
Managing Member

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 May 10, 2022 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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Exhibit A

Legal Description of Second Amendment Property

All those portions of Section 26, 27, 34 and 35 of Township 11 North, Range 5 East, M.D.B.&M., more particularly described as follows:

The west 801.429 feet of the south 1056 feet of Section 26; the south 1056 feet of the east 1/2 of the southeast 1/4 of Section 27, excepting therefrom the west 471.429 feet thereof; the east 1/2 pf the northeast 1/4 of Section 34, excepting therefrom the west 471.429 feet thereof; the west 801.429 feet to the north 1/2 of Section 35.

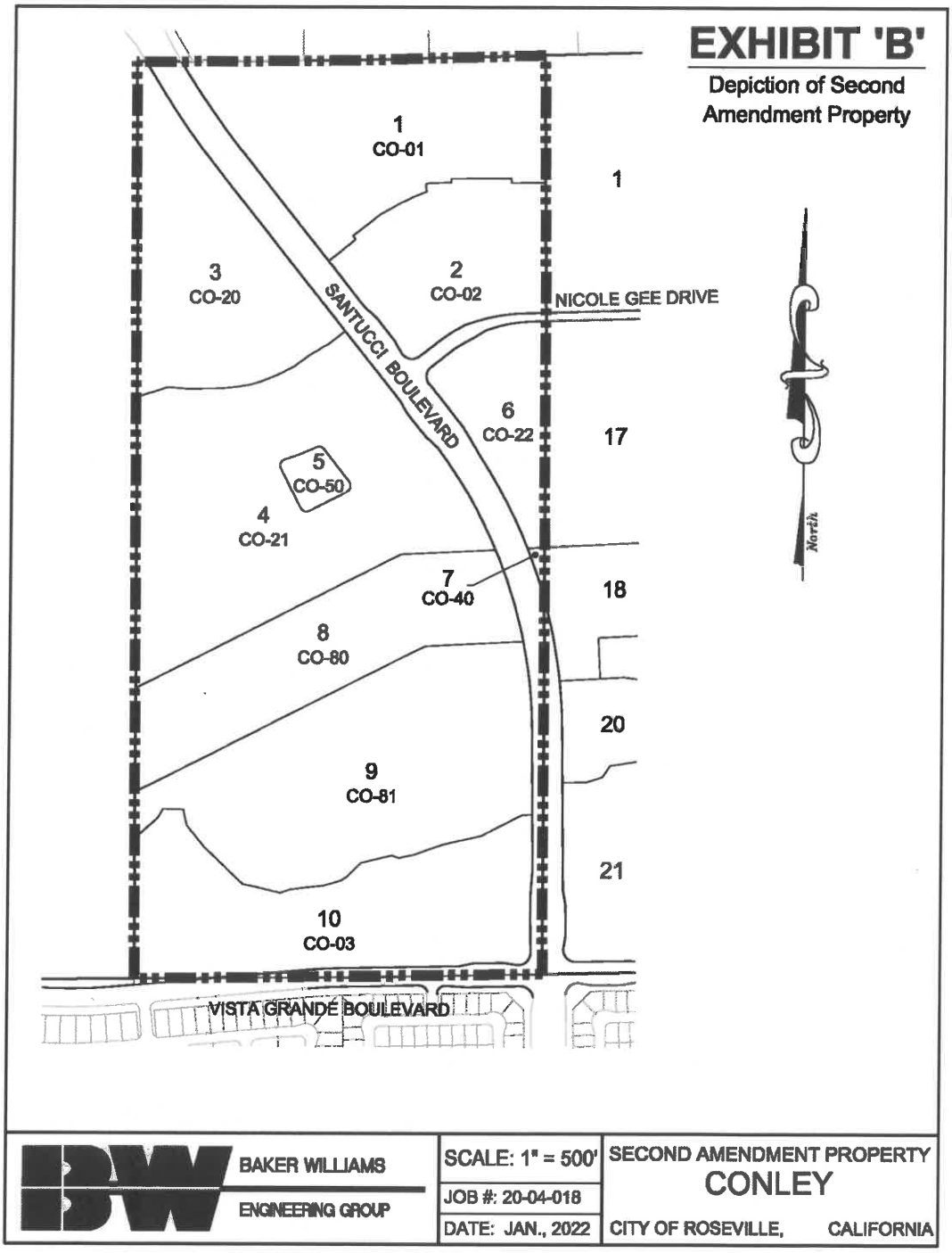
Excepting from the north 1/2 of Section 35 an undivided 50% of all oil, gas, hydrocarbons and any other minerals below 500 feet from the surface, as reserved in the deed from Mable H. Tyler, Executrix, recorded on February 13, 1959, in Book 786 of Official Records, at Page 33, Placer County Records.

And excepting from those portions of the above described land lying within the south 1056 feet of the southeast 1/4 of Section 26, and the south 1056 feet of the west 1/2 of the southwest 1/4 of Section 26, an undivided 50% of all oil, gas, hydrocarbons and any other minerals below a depth of 500 feet from the surface, as conveyed in the deed from Agnes C. Conley and Sally S. Taketa, as Trustees , to Mable H. Tyler, Executrix, Et Al, Recorded on December 28, 1979 as Document Number 56281, in Book 2210, Page 502, Placer County Records.

APN: 017-150-032-510 and 017-150-036-510

Exhibit B

Depiction of Second Amendment Property



ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SVC2, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Sixth Amendment of the Development Agreement by and between the City of Roseville and SVC2, LLC relative to the Sierra Vista Specific Plan.

SECTION 2. Prior to considering the proposed Sixth Amendment to Development Agreement, the City Council considered the Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) certified on May 5, 2010, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Sixth Amendment to Development Agreement, and makes the following findings:

1. The Sixth 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 Sixth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Sixth Amendment to Development Agreement is in conformance with the public health, safety and welfare;

4. The Sixth 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 Sixth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Sixth Amendment to Development Agreement, by and between the City of Roseville and SVC2, LLC, relative to the Sierra Vista Specific Plan, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SIXTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SVC2, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This Sixth Amendment of Development Agreement is entered into this ____ day of _____, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and SVC2, LLC, a California limited liability company ("SVC2") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier Investments, LLC, a California limited liability company ("Mourier"), Westpark Federico, LLC, a California limited liability company ("Westpark Federico"), the Federico-Tyler Family Limited Partnership, a California limited partnership ("Federico-Tyler"), and City entered into a Development Agreement (the "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. 2010-0045943-00. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Mourier, Westpark Federico, Federico-Tyler, and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area as defined in Exhibit "A" and depicted in Exhibit "B" of the Development Agreement (the "Property").

C. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("Westpark Sierra Vista"), pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and

recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California.

D. Mourier, Westpark Sierra Vista, Federico-Tyler, and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

E. Mourier, Westpark Sierra Vista, Federico-Tyler, and City entered into the First Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the First Amendment.

F. Westpark Sierra Vista, as assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Development Agreement and First Amendment to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County, California.

G. Mourier and City entered into a Second Amendment to the Development Agreement (the "Second Amendment") which was approved by the City Council of City on March 4, 2020, and recorded on April 13, 2020, in the Official Records of Placer County as Document No. 2020-0032961-00.

H. Mourier and City entered into the Second Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the Second Amendment.

I. City and Westpark Sierra Vista, LLC, as assignee of Westpark Federico, LLC, Solaire Community Builders, LLC, Taylor Morrison of California, LLC, Tri Pointe Homes, Inc., and Solaire - Roseville, L.P. (collectively, "Westpark"), entered into a Third Amendment to the Development Agreement (the "Third Amendment") which was approved by the City Council of City on November 9, 2020, and recorded on November 10, 2020, in the Official Records of Placer County as Document No. 2020-0128930-00.

J. City and Westpark entered into the Third Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the Third Amendment.

K. Mourier assigned a portion of its interest in the Development Agreement relative to the Fourth Amendment Property (as defined below) to John Mourier Construction, Inc., a California corporation ("JMC") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 12, 2021, and recorded January 15, 2021, as Document No. 2021-0005795-00, in the Official Records of Placer County, California.

L. Mourier, JMC, and City entered into a Fourth Amendment to the Development Agreement (the "Fourth Amendment") which was approved by the City Council of City on April 21, 2021, and recorded on July 1, 2021, in the Official Records of Placer County as Document No. 2021-0085266-00.

M. Mourier, JMC, and City entered into the Fourth Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the Fourth Amendment.

N. City and Solaire Community Builders, LLC ("Solaire"), as assignee of Westpark Federico, LLC, entered into a Fifth Amendment to the Development Agreement (the "Fifth Amendment") which was approved by the City Council of City on October 20, 2021, and recorded on December 17, 2021, in the Official Records of Placer County as Document No. 2021-0152422-00.

O. City and Solaire entered into the Fifth Amendment relative to development within certain portions of the Property as described in Exhibit "A" and depicted in Exhibit "B" of the Fifth Amendment.

P. Mourier assigned a portion of its interest in the Development Agreement to SCV2, LLC pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of December 17, 2021, and recorded December 23, 2021, as Document No. 2021-0154730-00, in the Official Records of Placer County, California.

Q. This Sixth Amendment to the Development Agreement (the "Sixth Amendment") affects certain portions of the Property (the "Sixth Amendment Property") as described in Exhibit "A" and depicted in Exhibit "B" attached hereto. SVC2 and City intend for this Sixth Amendment to document certain unit transfers within the Plan Area, update Landowners' affordable housing obligations, revise the parties' obligations with respect to groundwater production wells and recycled water facilities, update the parties' evaluation of water conservation goals, and resolve the parties' inconsistent interpretations of Subsection 3.17.1.2(i) of the Development Agreement.

R. This Sixth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

a. The term "Entitlements" set forth in Recital F of the Development Agreement for the Sixth Amendment Property is hereby revised to include that certain Affordable Purchase Housing Agreement dated as of July 7, 2021, and recorded August 6, 2021, as Document No.

2021-0100178-00, in the Official Records of Placer County, California.

b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the Sixth Amendment Property are hereby revised as follows:

High Density Residential	192 units on 8.06 Net Acres;
Community Commercial	6.39 Net Acres.

c. The first paragraph of Section 2.6 of the Development Agreement for the Sixth Amendment Property is hereby deleted in its entirety.

d. Section 2.6.1 (and each of its subparts 2.6.1.1-2.6.1.6) of the Development Agreement for the Sixth Amendment Property is hereby deleted.

e. Section 2.6.2.1 of the Development Agreement for the Sixth Amendment Property is hereby amended and revised in its entirety to read as follows:

2.6.2.1 Affordable Obligation. Landowner agrees that eighty-one (81) middle income rental units will be reserved within the Sixth Amendment Property, including forty-three (43) units transferred from parcel FD-32 and converted from middle income purchase units to middle income rental units; thirty-four (34) units transferred from parcel CO-20 and converted from middle income purchase units to nineteen (19) low income rental units and fifteen (15) very low income rental units; and four (4) units transferred from parcel DF-20 and converted from middle income purchase units to very low income rental units, as follows:

Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	Middle Income Rental Units
FD-32B	116	81	19	19	43

f. Section 3.7.2 of the Development Agreement for the Sixth Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.2 Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater

wells at the approximate locations shown in Exhibit "Q". The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality.

It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee."

g. Section 3.7.4 of the Development Agreement for the Sixth Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal. The City has determined, and Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17%

objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

h. Section 3.9 of the Development Agreement for the Sixth Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water distribution system as generally shown in Exhibit "U". In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the WRSP as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at $5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's

administrative and labor costs, shall be paid through a combination of methods, as follows:

The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of $30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);

The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at $2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the $2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.

City shall impose a charge for recycled water of $20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as $2.9 million for the Recycled Water Facilities, beyond the $2.4 million of maximum special taxes collected, is fully funded; and

If the costs of the Recycled Water Facilities fall below or rise above the $5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise

mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated $5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated $5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities."

i. Section 3.17.1.2(i) of the Development Agreement for the Sixth Amendment Property is hereby amended and revised in its entirety to read as follows:

"(i) For the Sixth Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement."

j. REVISED EXHIBITS. Exhibit "C" attached to this Sixth Amendment is added to the exhibits and replaces Exhibit "F" in the Development Agreement.

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Sixth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT LIMITED TO SIXTH AMENDMENT PROPERTY. This Sixth Amendment is limited to and applies only to development of the Sixth 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 Sixth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Sixth Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Sixth 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 Sixth 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 _____, 2022.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Carman Avalos
City Clerk

APPROVED AS TO FORM;

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

SVC2:

SVC2, LLC, a California limited liability company

By:_____
John L. Mourier, III
President

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 May 10, 2022 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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Exhibit A

Legal Description of Sixth Amendment Property

All that real property situate in the City of Roseville, County of Placer, State of California, located in Section 36, Township 11 North, Range 5 East, M.D.M. and being all of Lots 36 and 37, as said Lots are shown on that certain Large Lot Subdivision Map entitled, "Sierra Vista - Federico", filed for record in the office of the Recorder of said County in Book 'EE' of Maps, at Page 6, Official Records.

Exhibit B

Depiction of Sixth Amendment Property

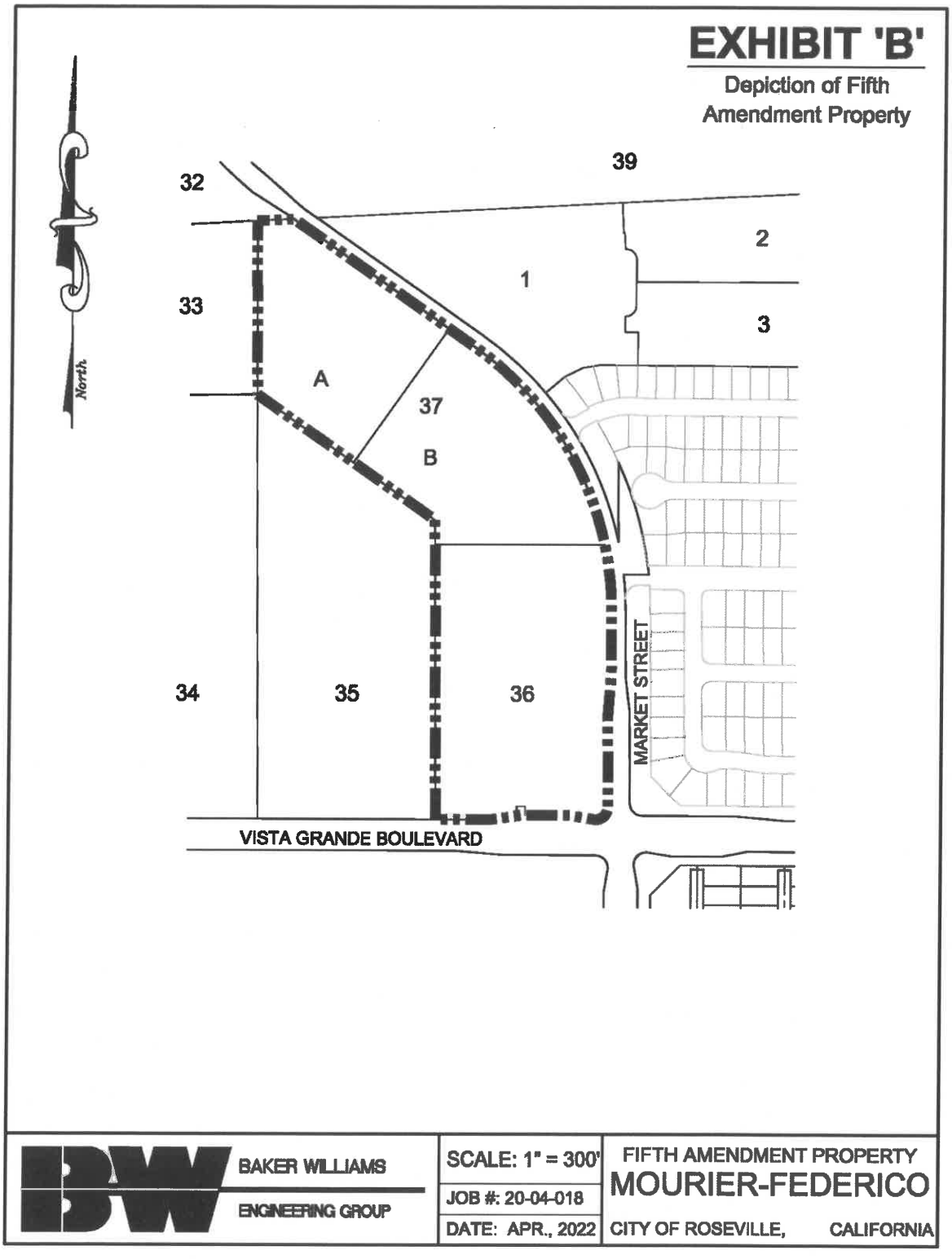


Exhibit C

Affordable Housing Sites



SIERRA VISTA LAND USE PLAN

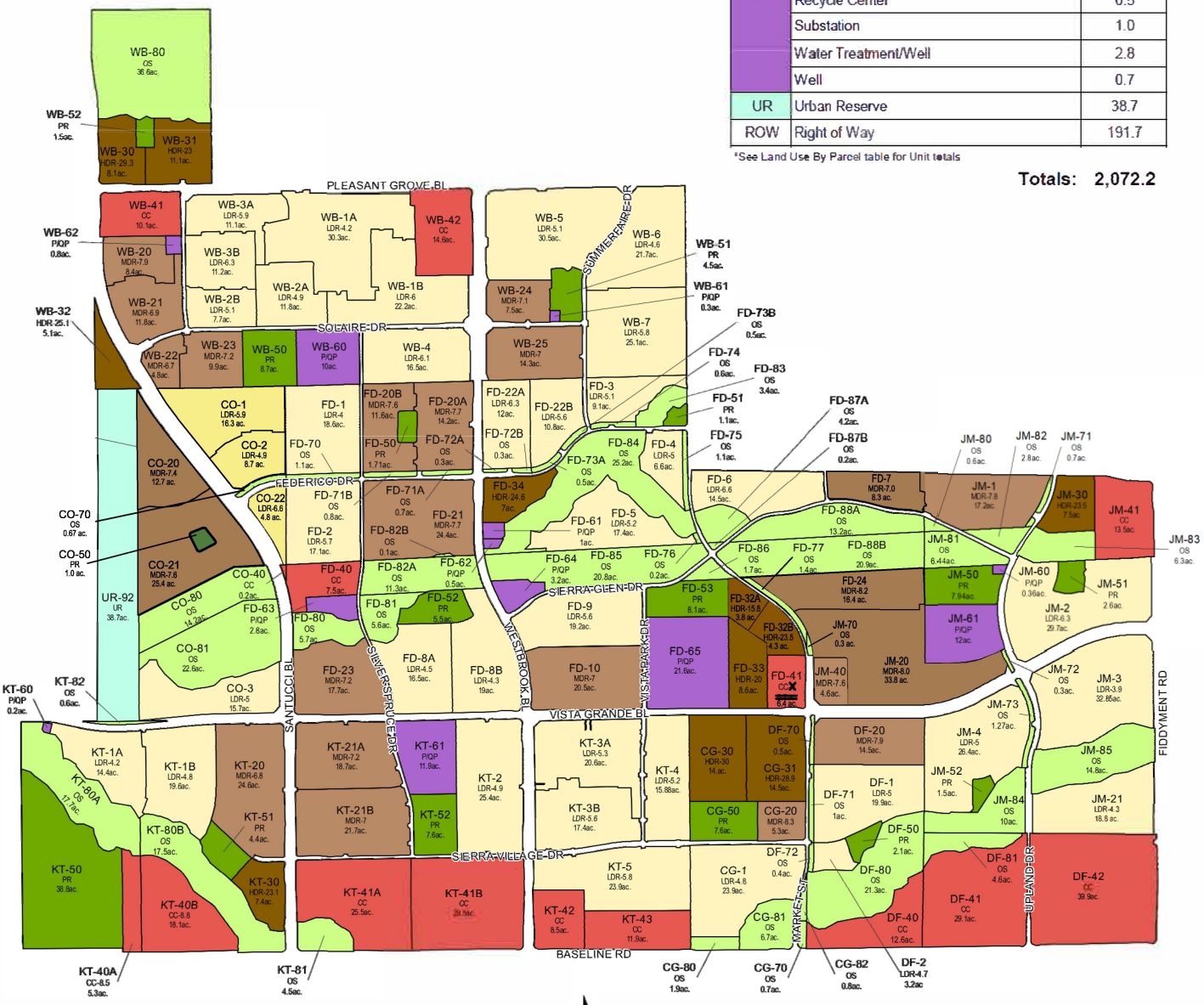
CC EXHIBIT H

Figure 4-1

	Land Use Designation	Acres	
LDR	Residential	~~614.7~~	590.2
	Residential - Age Restricted	~~94.3~~	
MDR	Residential	~~324.1~~	348.6
HDR	Residential	~~92.0~~	91.3
CC	Business Professional and Commercial	25.4	
	Commercial	~~177.5~~	183.3
	Commercial Mixed Use	~~29.1~~	23.4
OS	Open Space	302.0	
	Open Space/Paseo	13.4	
PR	Park	104.6	
P/QP	Elementary School	33.9	
	Fire Station	3.2	
	Lift Station	1.0	
	Middle School	21.6	
	Recycle Center	0.5	
	Substation	1.0	
	Water Treatment/Well	2.8	
	Well	0.7	
UR	Urban Reserve	38.7	
ROW	Right of Way	191.7	

*See Land Use By Parcel table for Unit totals

Totals: 2,072.2



Last Updated: ~~March 04, 2021~~
March 4, 2022

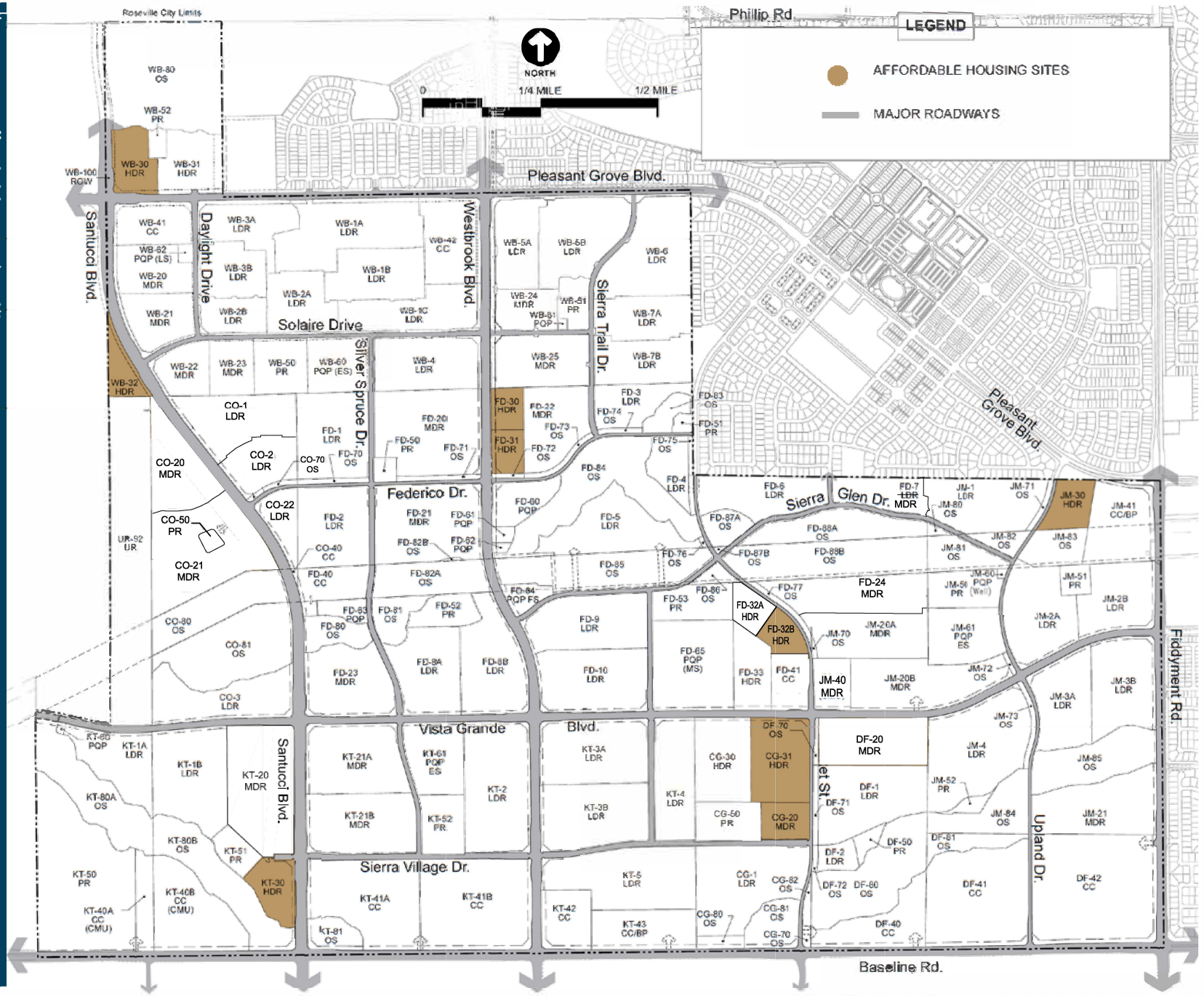


Figure 5-1: Affordable Housing Sites

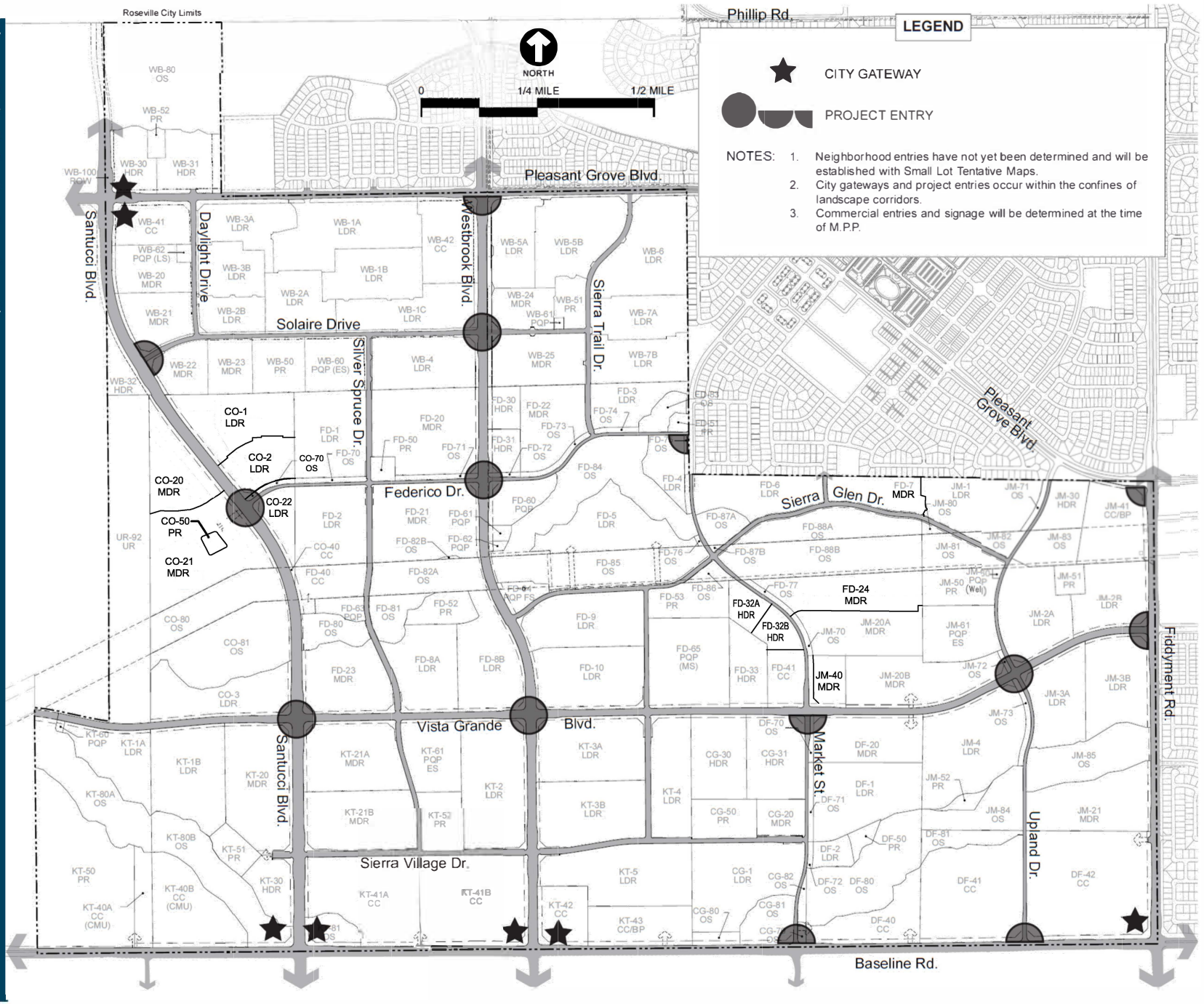
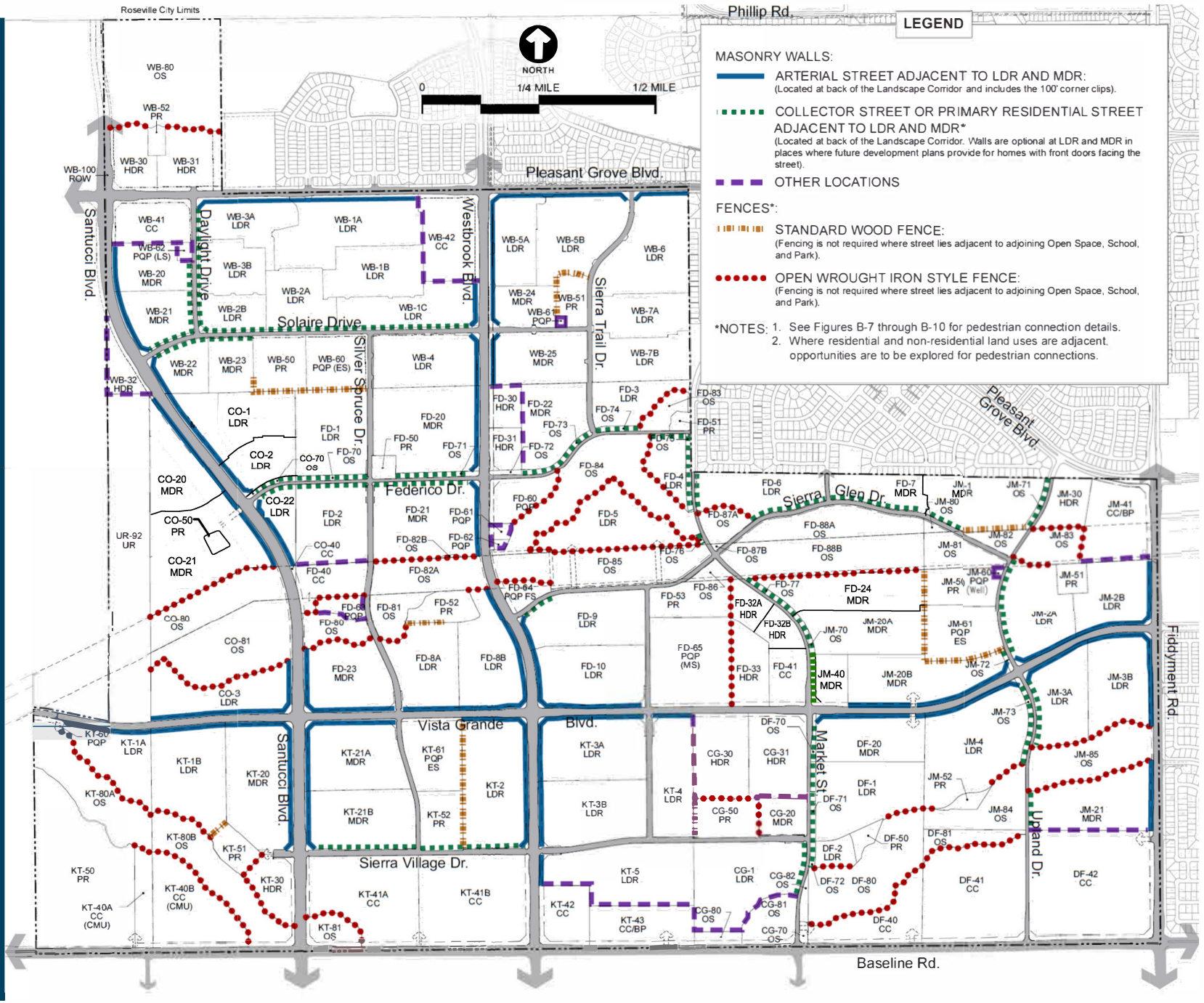
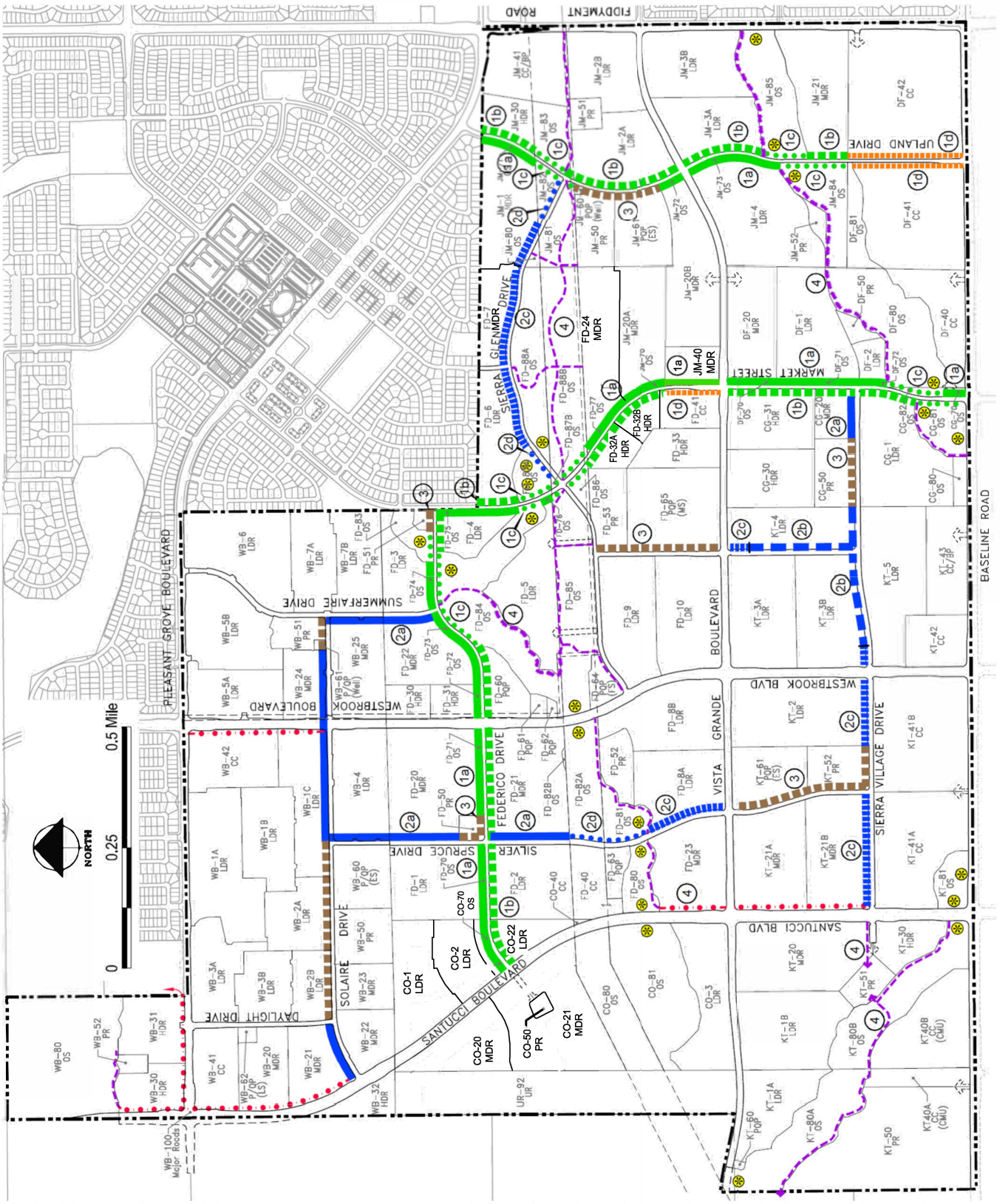


Figure B-2: Entry Feature Locations

Figure B-3: Wall and Fence Locations





Note: Bikeway alignments in open space areas are conceptual and may be refined as detention facilities are designed.

Figure B-5: Paseo Plan

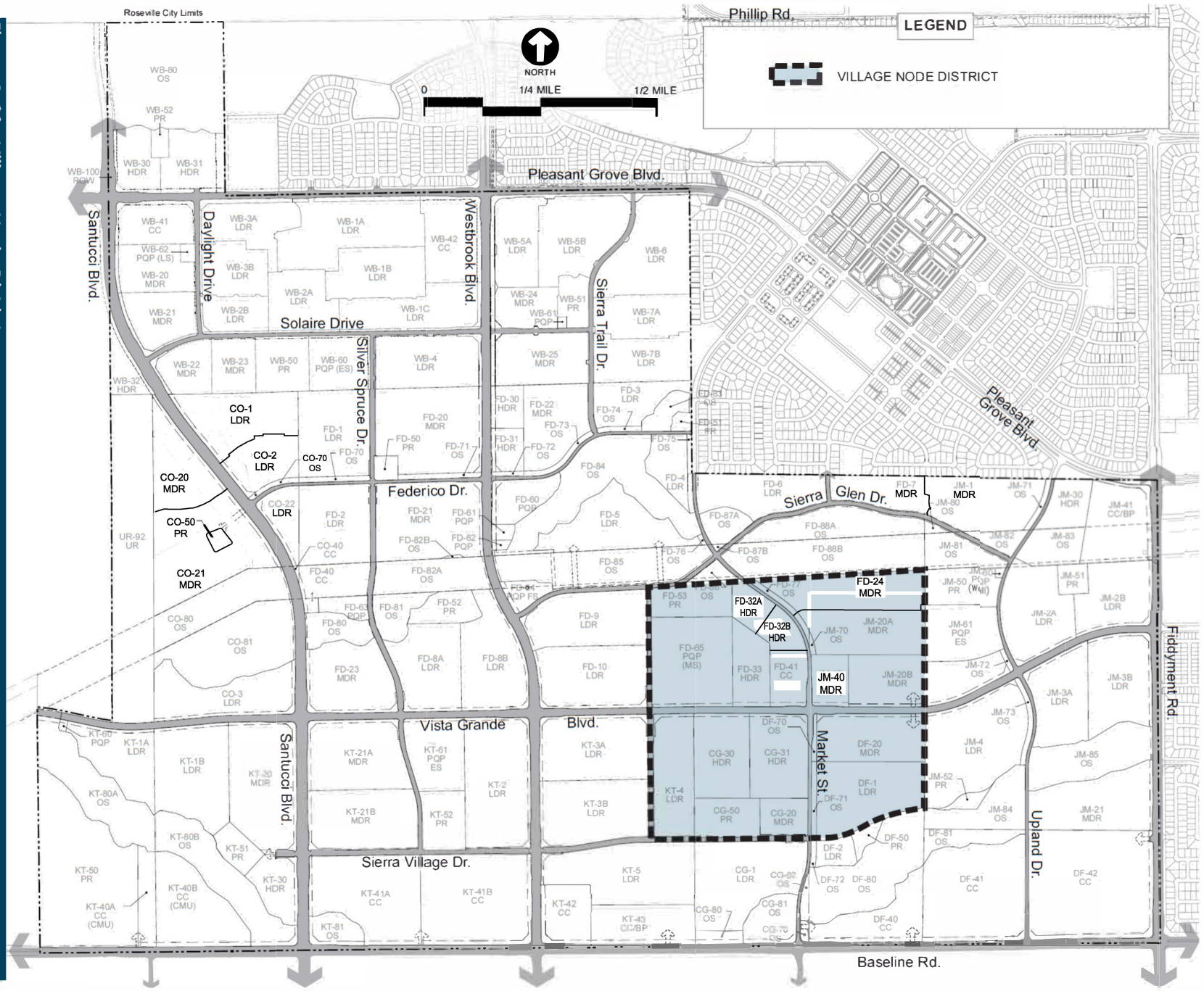


Figure B-22: Village Node District

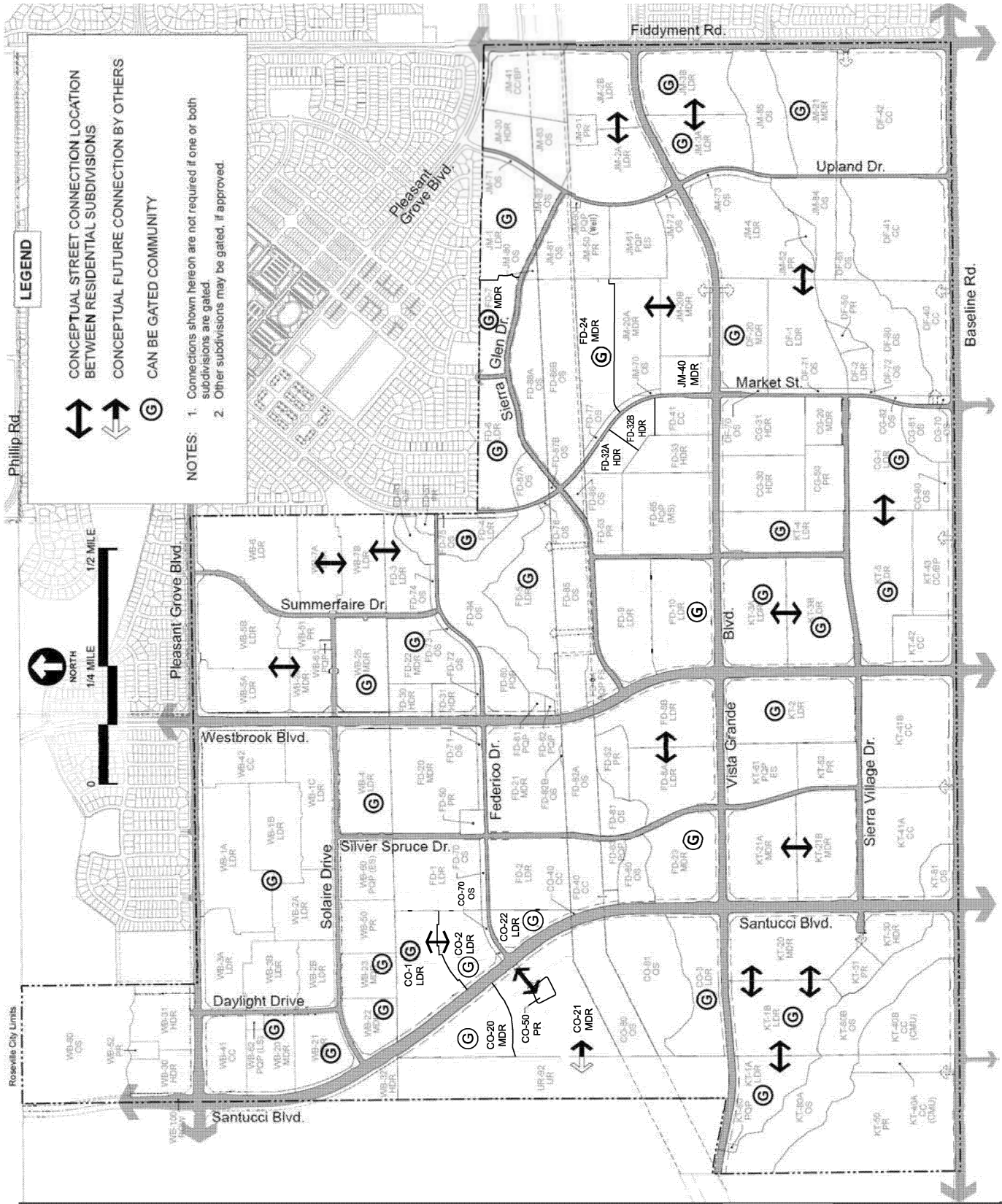


Figure B-25: Neighborhood Connectivity and Gated Subdivisions - updated March 2022

Table 4-1: Plan Area Land Use Summary

Land Use Designation		Applied Zoning Districts	Acres	% of Total Acres	Units	% of Total Units
Residential Neighborhoods						
LDR	Low Density Residential	RS/DS	~~635.2~~ 585.8	~~30.7%~~ 28.7%	~~3,169~~ 2,972	~~36.5%~~ 34.2%
LDR	LDR – Age Restricted	RS/DS	94.3	4.6%	493	5.7%
MDR	Medium Density Residential	RS/DS	~~303.6~~ 353.7	~~14.7%~~ 17.1%	~~2,431~~ 2,654	~~28.0%~~ 30.1%
HDR	High Density Residential	R3	~~92.0~~ 91.3	4.4%	~~2,337~~ 2,351	~~26.9%~~ 27.1%
Sub-totals			**1,125.1**	**54.3%**	**~~8,430~~ 8,470**	**~~97.1%~~ 97.6%**
Commercial and Employment						
CC	Community Commercial (Commercial Mixed Use)	CMU/SA	~~29.1~~ 22.7	~~1.4%~~ 1.1%	~~249~~ 209	~~2.9%~~ 2.4%
CC/BP	Community Commercial/ Business Professional (Mixed Use)	CC/SA	25.4	1.2%	--	--
CC	Community Commercial	CC & GC	~~177.5~~ 183.9	~~8.6%~~ 8.9%	--	--
Sub-totals			**232.0**	**11.2%**	**~~249~~ 209**	**~~2.9%~~ 2.4%**
Open Space/Public						
P/QP	Public/Quasi-Public	P/QP	64.7	3.1%	--	--
PR	Parks & Recreation	PR	104.6	5.0%	--	--
OS	Open Space	OS	302.0	14.6%	--	--
OS	Paseo (60'-wide)	OS	13.4	0.6%	--	--
UR	Urban Reserve	UR	38.7	1.9%	--	--
Sub-totals			**523.4**	**25.3%**	**--**	**--**
Right of Way/ Landscape Corridor			191.6	9.2%	--	--
TOTAL			**2072.2 ac**	**100%**	**8,679 du**	**100%**

Note: See Table 7-4 for net Paseo total acres Last Updated ~~April 2021~~ March 2022

Table 4-2: Land Use, Zoning, & Acreage by Parcel

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
CG-1	LDR (Residential)	RS/DS	23.86	115	4.9
CG-20	MDR (Residential)	RS/DS	5.34	44	8.3
CG-30	HDR (Residential)	R3	13.99	420	30.0
CG-31	HDR (Residential)	R3	14.54	420	29.0
CG-50	PR (Park)	PR	7.60		
CG-70	OS (Open Space/Paseo)	OS	0.67		
CG-80	OS (Open Space)	OS	1.86		
CG-81	OS (Open Space)	OS	6.70		
CG-82	OS (Open Space)	OS	0.78		
	Sub-totals (CGB)		**75.34**	**999**	

CO-1	LDR (Residential)	RS/DS	~~17.25~~ 16.30	~~86~~ 87	~~5.0~~ 5.3
~~CO-2A~~	~~LDR (Residential)~~	~~RS/DS~~	~~14.25~~	~~71~~	~~5.0~~
CO-2~~B~~	LDR (Residential)	RS/DS	~~14.58~~ 8.77	~~73~~ 43	~~5.0~~ 4.9
CO-3	LDR (Residential)	RS/DS	~~15.70~~ 15.66	~~78~~ 67	~~5.0~~ 4.3
CO-20	MDR (Residential)	RS/DS	~~9.40~~ 12.71	~~84~~ 94	~~8.9~~ 7.4
CO-21	MDR (Residential)	RS/DS	~~7.80~~ 25.39	~~62~~ 193	~~7.9~~ 7.6
CO-22	~~MDR~~ (Residential) LDR	RS/DS	~~4.8~~ 4.81	~~38~~ 32	~~7.9~~ 6.6
CO-40	CC (Commercial)	CC	0.16		
CO-50	PR (Park)	PR	1.00		
CO-70	OS (Open Space/Paseo)	OS	0.26		
CO-71	OS (Open Space/Paseo)	OS	0.52		
CO-80	OS (Open Space)	OS	14.22		
CO-81	OS (Open Space)	OS	22.94		
	Sub-totals (Conley)		**~~122.88~~** 123.37	**~~492~~** 516	

DF-1	LDR (Residential)	RS/DS	19.90	100	5.0
DF-2	LDR (Residential)	RS/DS	3.16	15	4.7
DF-20	MDR (Residential)	RS/DS	14.50	115	7.9
DF-40	CC (Commercial)	GC	12.64		
DF-41	CC (Commercial)	GC	29.14		
DF-42	CC (Commercial)	GC	39.90		
DF-50	PR (Park)	PR	2.08		
DF-70	OS (Open Space/Paseo)	OS	0.52		
DF-71	OS (Open Space/Paseo)	OS	1.00		
DF-72	OS (Open Space/Paseo)	OS	0.38		
DF-80	OS (Open Space)	OS	21.31		
DF-81	OS (Open Space)	OS	4.62		
	Sub-totals (DF Properties)		**149.15**	**230**	

Table 4-2: Land Use, Zoning, & Acreage by Parcel

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
FD-1	LDR (Residential)	RS/DS	18.60	74	4.0
FD-2	LDR (Residential)	RS/DS	17.12	120	7.0
FD-3	LDR (Residential)	RS/DS	9.14	46	5.0
FD-4	LDR (Residential)	RS/DS	6.56	33	5.0
FD-5	LDR (Residential)	RS/DS	17.36	67	3.9
FD-6	LDR (Residential)	RS/DS	14.53	95	6.5
FD-7	~~LDR~~ (Residential) MDR	RS/DS	~~8.97~~ 8.34	~~57~~ 58	~~6.4~~ 7.0
FD-8A	LDR (Residential)	RS/DS	16.51	75	4,5

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
FD-8B	LDR (Residential)	RS/DS	18.96	81	4,3
FD-9	LDR (Residential)	RS/DS	19.24	107	5.6
FD-10	MDR (Residential)	RS/DS	20.46	143	7.0
FD-20A	MDR (Residential)	RS/DS	14.21	110	7.6
FD-20B	MDR (Residential)	RS/DS	11.56	88	7.6
FD-21	MDR (Residential)	RS/DS	24.44	187	7.7
FD-22A	LDR (Residential)	RS/DS	11.97	76	6.3
FD-22B	LDR (Residential)	RS/DS	10.76	60	5.6
FD-23	MDR (Residential)	RS/DS	17.66	127	7.2
FD-24	MDR (Residential)	RS/DS	~~10.71~~ 16.42	~~84~~ 135	~~7.8~~ 8.2
FD-32A	HDR (Residential)	R3	~~8.90~~ 3.81	~~178~~ 78	~~20.4~~ 20.5
FD-33	HDR (Residential)	R3	8.59	172	20.0
FD-34	HDR (Residential)	R3	7.04	172	24.4
FD-40	CC (Commercial)	CC	7.55		
FD-41	CC (Commercial ~~Mixed Use~~)	CC ~~CMU/SA~~	~~5.71~~ 6.24	~~40~~ 0	~~20.0~~
FD-50	PR (Park)	PR	1.71		
FD-51	PR (Park)	PR	1.12		
FD-52	PR (Park)	PR	5.51		
FD-53	PR (Park)	PR	8.07		
FD-61	Public/Quasi-Public (Electrical Substation)	P/QP	0.99		
FD-62	Public/Quasi-Public (Recycle Center)	P/QP	0.50		
FD-63	Public/Quasi-Public (Water Treatment/Well)	P/QP	2.83		
FD-64	Public/Quasi-Public (Fire Station)	P/QP	3.19		
FD-65	Public/Quasi-Public (Middle School)	P/QP	21.59		
FD-70	OS (Open Space/Paseo)	OS	1.13		
FD-71A	OS (Open Space/Paseo)	OS	0.70		
FD-71B	OS (Open Space/Paseo)	OS	0.82		
FD-72A	OS (Open Space/Paseo)	OS	0.25		
FD-72B	OS (Open Space/Paseo)	OS	0.27		
FD-73A	OS (Open Space/Paseo)	OS	0.51		
FD-73B	OS (Open Space/Paseo)	OS	0.49		
FD-74	OS (Open Space/Paseo)	OS	0.65		
FD-75	OS (Open Space/Paseo)	OS	1.14		
FD-76	OS (Open Space/Paseo)	OS	0.15		
FD-77	OS (Open Space/Paseo)	OS	1.35		
FD-80	OS (Open Space)	OS	5.71		
FD-81	OS (Open Space)	OS	5.57		
FD-82A	OS (Open Space)	OS	11.33		
FD-82B	OS (Open Space)	OS	0.14		
FD-83	OS (Open Space)	OS	3.39		
FD-84	OS (Open Space)	OS	25.24		
FD-85	OS (Open Space)	OS	20.80		
FD-86	OS (Open Space)	OS	1.68		
FD-87A	OS (Open Space)	OS	4.15		
FD-87B	OS (Open Space)	OS	0.20		
FD-88A	OS (Open Space)	OS	13.17		
FD-88B	OS (Open Space)	OS	20.89		
	Sub-totals (Federico)		~~**472.63**~~ 476.54	~~**2,192**~~ 2,220	

32B
HDR
R3
4.23 AC.
116 UNITS
27.4 U/AC.

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
JM-1	MDR (Residential)	RS/DS	~~17.16~~ 17.07	~~135~~ 134	7.9
JM-2	LDR (Residential)	RS/DS	29.70	187	6.3
JM-3	LDR (Residential)	RS/DS	30.20	127	4.2
JM-4	LDR (Residential)	RS/DS	26.40	132	5.0
JM-20	MDR (Residential)	RS/DS	~~39.70~~ 33.76	~~322~~ 271	~~8.1~~ 8.0
JM-21	LDR (Residential)	RS/DS	18.80	80	4.3
JM-30	HDR (Residential)	R3	7.51	176	23.5
JM-40	MDR (Residential)	RS/DS	4.57	35	7.6
JM-41	CC (Commercial/Business Professional)	CC/SA	13.50		
JM-50	PR (Park)	PR	7.94		
JM-51	PR (Park)	PR	2.59		
JM-52	PR (Park)	PR	1.50		
JM-60	Public/Quasi-Public (Well)	P/QP	0.36		
JM-61	Public/Quasi-Public (Elementary School)	P/QP	12.00		
JM-70	OS (Open Space/Paseo)	OS	0.26		
JM-71	OS (Open Space/Paseo)	OS	0.7		
JM-72	OS (Open Space/Paseo)	OS	0.25		
JM-73	OS (Open Space/Paseo)	OS	1.27		
JM-80	OS (Open Space)	OS	0.63		
JM-81	OS (Open Space)	OS	6.44		
JM-82	OS (Open Space)	OS	2.80		
JM-83	OS (Open Space)	OS	6.27		
JM-84	OS (Open Space)	OS	10.40		
JM-85	OS (Open Space)	OS	14.80		
	Sub-totals (Mourier Investments LLC)		**~~255.75~~** 249.72	**~~1,194~~** 1,142	
KT-1A	LDR (Residential)	RS/DS	14.35	60	4.2
KT-1B	LDR (Residential)	RS/DS	19.60	95	4.8
KT-2	LDR (Residential)	RS/DS	25.37	125	4.9
KT-3A	LDR (Residential)	RS/DS	20.60	110	5.3
KT-3B	LDR (Residential)	RS/DS	17.40	97	5.6
KT-4	LDR (Residential)	RS/DS	15.89	82	5.2
KT-5	LDR (Residential)	RS/DS	23.93	140	5.8
KT-20	MDR (Residential)	RS/DS	24.62	167	6.8
KT-21A	MDR (Residential)	RS/DS	18.68	135	7.2
KT-21B	MDR (Residential)	RS/DS	21.66	152	7.0
KT-30	HDR (Residential)	R3	7.40	171	23.1
KT-40A	CC (Commercial Mixed Use)	CMU/SA	16.04	209	13.0
KT-40B	CC (Commercial Mixed Use)	CMU/SA	3.44		
KT-40C	CC (Commercial Mixed Use)	CMU/SA	3.94		
KT-41A	CC (Commercial)	GC	25.52		
KT-41B	CC (Commercial)	GC	29.52		
KT-42	CC (Commercial)	GC	8.45		
KT-43	Commercial/Business Professional	CC/SA	11.91		
KT-50	PR (Park)	PR	38.80		
KT-51	PR (Park)	PR	4.36		
KT-52	PR (Park)	PR	7.61		
KT-60	Public/Quasi-Public (Sewer Lift Station)	P/QP	0.22		
KT-61	Public/Quasi-Public (Elementary School)	P/QP	11.94		
KT-80A	OS (Open Space)	OS	17.68		
KT-80B	OS (Open Space)	OS	17.47		
KT-81	OS (Open Space)	OS	4.54		
KT-82	OS (Open Space)	OS	0.61		
	Sub-totals (KT Development)		**411.55**	**1,543**	

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
UR-92	Urban Reserve	UR	38.72		
	Sub-totals (Urban Reserve)		**38.72**	**0**	
WB-1A	LDR (Residential – Age-Restricted)	RS/DS	30.30	126	4.2
WB-1B	LDR (Residential – Age-Restricted)	RS/DS	22.20	133	6.0
WB-2A	LDR (Residential – Age-Restricted)	RS/DS	11.81	58	4.9
WB-2B	LDR (Residential – Age-Restricted)	RS/DS	7.67	39	5.1
WB-3A	LDR (Residential – Age-Restricted)	RS/DS	11.10	66	5.9
WB-3B	LDR (Residential – Age-Restricted)	RS/DS	11.23	71	6.3
WB-4	LDR (Residential)	RS/DS	16.50	100	6.1
WB-5	LDR (Residential)	RS/DS	30.50	157	5.1
WB-6	LDR (Residential)	RS/DS	21.70	103	4.7
WB-7	LDR (Residential)	RS/DS	25.14	145	5.8
WB-20	MDR (Residential)	RS/DS	8.88	66	7.9
WB-21	MDR (Residential)	RS/DS	11.80	81	6.9
WB-22	MDR (Residential)	RS/DS	4.80	32	6.7
WB-23	MDR (Residential)	RS/DS	9.88	71	7.3
WB-24	MDR (Residential)	RS/DS	7.50	53	7.1
WB-25	MDR (Residential)	RS/DS	14.30	100	7.0
WB-30	HDR (Residential)	R3	8.06	237	29.4
WB-31	HDR (Residential)	R3	11.10	263	23.7
WB-32	HDR (Residential)	R3	5.11	128	25.0
WB-41	CC (Commercial)	CC	10.11		
WB-42	CC (Commercial)	CC	14.55		
WB-50	PR (Park)	PR	8.74		
WB-51	PR (Park)	PR	4.47		
WB-52	PR (Park)	PR	1.50		
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.00		
WB-61	Public/Quasi-Public (Well)	P/QP	0.31		
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.80		
WB-80	OS (Open Space)	OS	36.58		
	Sub-totals (Westbrook)		**365.64**	**2,029**	
ROW	Right of Way/Landscape Corridors		191.60		
	Sub-totals (ROW)		**191.60**	**0**	
	Total		**2,072.16**	**8,679**	

Table Updated ~~October 2021~~ March 2022
(GIS acreages revised January 2021)

Table 5-2: Affordable Housing Goal	
Income Category	**Units Required to Meet Goal**
40% Very-Low-Income	347 du
40% Low-Income	347 du
20% Middle-Income	174 du
Total Affordable Housing Need	868 du (10% of 8,679 du)

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**[4]~~	~~MDR~~	~~113~~	~~23~~	~~9~~	~~9~~	4
~~**KT-20**~~	~~MDR~~	~~202~~	~~31~~			~~31~~
CG-31	HDR	420	80	40	40	
~~**FD-32**~~	~~HDR~~	~~178~~	~~43~~			~~43~~
FD-34	HDR	172	172	86	86	
FD-32B	HDR	116 ~~178~~	~~43~~ 81	19	19	43
KT-30[5]	HDR	171	155	77	78	
JM-30[3]	HDR	176	176	88	88	
WB-30	HDR	237	237[4]	68	169[2]	
WB-32	HDR	128	128[4]	92	36[2]	
Total			**1,049**[2]	~~**451**~~ 470	~~**497**~~[2] 516	~~**101**~~ 67

1. Middle-income purchase unit obligations may also be fulfilled via additional ow-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.
2. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.
3. 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)
4. File#PL20-00098 for Parcel DF-20 eliminated the carriage unit language in the Development Agreement and transferred 9 low and 9 very low income units to the Infill area of the City. Middle income purchase units were reduced from 5 to 4 units.
5. Parcel KT-30 includes 31 units transferred from SVSP Parcel KT-20 (File#PL21-0289)
6. Parcel FD-32B was created by JMC TM4 (File#PL21-0223). Includes transfer of 34 middle-income purchase units from CO-20 and 4 units from DF-20. Units converted to 19 low and 19 very low income units.

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.