



AGENDA
April 20, 2016

CITY COUNCIL SPECIAL CLOSED SESSION
6:00 p.m.
CITY COUNCIL
SPECIAL FINANCE AUTHORITY
SPECIAL HOUSING SUCCESSOR AGENCY
MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

CLOSED SESSION

6:00 p.m.

- A. CLOSED SESSION CALL TO ORDER
- B. CLOSED SESSION SILENT ROLL CALL
- C. CLOSED SESSION PUBLIC COMMENTS
- D. CLOSED SESSION ITEM
 - 1. Public Employee Performance Evaluation
Pursuant to Government Code Section 54957(b)(1):
Performance evaluation: City Attorney
CONTACT: Vicki Philpott 916-774-5362 vphilpott@roseville.ca.us
- E. CLOSED SESSION ADJOURNMENT

1. CALL TO ORDER

2. ROLL CALL

Councilmember: Bonnie Gore
Vice Mayor: Susan Rohan
Councilmember: Tim Herman
Councilmember: Pauline Roccucci
Mayor: Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PRESENTATIONS

5.1. Proclamation - Big Day of Giving

Proclaim May 3, 2016 as Big Day of Giving and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

CONTACT: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

5.2. Kathryn McClary Operator of the Year Award Presentation

Presentation to award recipient Mike Gillman, MV Transportation bus operator.

CONTACT: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

5.3. Proclamation - West Nile Virus and Mosquito and Vector Control Awareness Week

Proclaim April 17 to April 23, 2016 as West Nile Virus and Mosquito and Vector Control Awareness Week, increasing public awareness of the threat of diseases, and encouraging action in prevention to help minimize health threats within Roseville.

CONTACT: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

5.4. Resolution of Commendation and Appreciation to the United States Army National Guard

The United States Army National Guard be commended and appreciated for their heroic and valiant service to the United States, allowing freedom to all.

CONTACT: Heather Blanco 774-5265 hblanco@roseville.ca.us

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent

Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Purchase of Portable Radios

Memo from Rangemaster Randy Thompson and Police Chief Daniel Hahn recommending Council approve the purchase of portable radios. The Police Department has a requirement for portable radios, and is requesting a sole-source purchase order be issued to Motorola for five radios. Motorola radios are required to match the department's existing stock of radios, and for technical compatibility with the City's Motorola radio system. The cost will be \$31,825.38, and funding has been approved for this purchase in the City's current fiscal year contingency fund.

CC #: 7616

File #: 0203-05

CONTACT: Randy Thompson 916-774-5099 rtompson2@roseville.ca.us

7.2. Ethernet Switches for Traffic Signals - Purchase Order Renewal

Memo from Electronics Technician Dave Crittenden and Public Works Director Rhon Herndon recommending Council authorize the renewal of a sole source open annual purchase order to CT West, Inc. for the purchase of intelligent transportation system Ethernet switches for the Public Works Engineering Division, and authorize the continued renewing of the same purchase order up to three additional years without further Council approval. The cost of each switch is approximately \$1,595.00 plus tax of \$119.63 for a total of \$1,714.63. An open annual purchase order will be established with a not to exceed value of \$50,000.00. Funding is included in the Public Works Department's Traffic Signal Projects annual account for the FY2016 and 2017 budgets. This account is funded by developer paid Traffic Mitigation Fees. No General Funds will be used. Purchases in future years will be contingent upon Council approval of budgets for those years.

CC #: 7589

File #: 0203-13-02

CONTACT: Dave Crittenden 916-774-5554 dcrittenden@roseville.ca.us

7.3. Painting Services (RFQ 01-3066) - Service Agreement

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-123 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND QUALITY PAINTING & CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1605237). This is a request for authorization of a service agreement to Quality Painting & Construction, Inc. as the lowest responsive bidder to RFQ 01-3066 for painting

services. The Central Services Building Maintenance Division has a requirement to paint the exterior of buildings at the City's Corporation Yard and the exterior of the downtown Tower Theater. The total value of the contract award is \$124,900.00. Funding is included in the Central Services Building Maintenance Division's FY2015/16 Budget.

CC #: 7597

File #: 0203-04

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

7.4. Purchase and Installation of Pool Heater (RFQ 01-3064) - Service Agreement

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-122 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1605240). This item requests authorization of a service agreement to Mesa Energy Systems, Inc. as the lowest responsive bidder to RFQ 01-3064 for the purchase and installation of a swimming pool heater. The Parks, Recreation, & Libraries Department has a requirement to replace a swimming pool heater at the Roseville Aquatics Complex. The total value of the contract, including an add option to replace two butterfly isolation valves is \$66,598.00. Funding is included in the Parks, Recreation, & Libraries Department's FY2015/16 Budget.

CC #: 7596

File #: 0707

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

7.5. Vegetation Management & Firebreak Installation - Service Agreement

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-131 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND H&N ENTERPRISES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1603237). This item requests Council approve the service agreement between the City of Roseville and H&N Enterprises for installation of firebreaks and vegetation management services. Areas include City property, as well as on private property, which fails to meet the deadline for firebreak installation, based on California Fire Code 304.1.2 and the Title 19 of the California Code of Regulations. Base contract is \$98,500.00 with a proposed 20% contingency. Total contract not to exceed \$118,200.00. Funding is in the FY2015/16 budgets of the Fire Department, Parks, Recreation & Libraries Department, Public Works Department and Environmental Utilities Department.

CC #: 7608

File #: 0704

CONTACT: Brian Castelluccio 916-746-1775 bcastelluccio@roseville.ca.us

Resolutions

7.6. Authorization for Roseville Transit Service Changes

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-130 AUTHORIZING ROSEVILLE TRANSIT LOCAL SERVICE CHANGES. The Transportation Commission recommends the City Council approve implementation of the proposed Roseville Transit service changes to Local Service Routes D, I and M. The changes will improve service effectiveness and efficiency within the existing hours of operation. As a result there will not be a significant increase in operational costs due to the changes. Any additional, minimal operational costs would be funded through the Local Transportation Fund and would not affect the General Fund.

CC #: 7607

File #: 0721-02

CONTACT: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

7.7. State of California Department of Transportation - Revised Master Agreement

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-128 APPROVING A MASTER AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council adopt a resolution delegating authority to the City Manager to execute Master Agreement No. 03-5182F15 between the City and the California Department of Transportation (Caltrans), and authorize the City Manager to execute all subsequent program supplements claiming Federal funds for various transportation projects. There is no fiscal impact to the City's General Fund by approving the Master Agreement. However, executing the agreement will allow the City to continue to claim millions of dollars in federal funds for transportation related projects. The exact amount varies from year to year based upon staff's success in securing Federal grants.

CC #: 7604

File #: 0800-04

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

7.8. RiverArc Planning Project - Memorandum of Agreement

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-129 APPROVING A MEMORANDUM OF AGREEMENT FOR PLANNING OF THE RIVERARC PROJECT BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO, THE SACRAMENTO COUNTY WATER AGENCY, CALIFORNIA AMERICAN WATER, THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT, AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a Memorandum of Agreement (MOA) for the RiverArc Project's multi-jurisdictional planning effort to divert and treat water from the Sacramento River and deliver to Roseville and surrounding communities. Signatories to the MOA include, the City of Roseville, Placer County Water Agency, the Cal American Water Company, the City of Sacramento, Sacramento County

Water Agency and the Rio Linda/Elverta Community Water District. The City portion for the first year of the agreement is \$50,000.00. Funding for this effort is provided through the existing Regional Water Supply Reliability Project with funding from the Water Construction Fund.

CC #: 7605

File #: 0800-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

7.9. State Highway within City of Roseville - Maintenance Agreement Amendment

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-125 APPROVING AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This amendment is to add the signal at Blue Oaks Boulevard and Fidelity Way to the list of State-owned signals that are maintained by City forces. While there is no direct cost associated with this agreement, it is estimated that maintenance of this signal will average about \$3,000.00 per year. The maintenance will be paid through the Electric Department funded Traffic Signal Maintenance Fund. No General Funds will be used.

CC #: 7600

File #: 0800-04

CONTACT: Jason Shykowski 916-746-1339 jshykowski@roseville.ca.us

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

7.10. Industrial Avenue Bridge Replacement Project - Budget Adjustment

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5670 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The requested ordinance is for a budget adjustment for the Industrial Avenue Bridge Replacement Project, adding \$1 million (\$800,000.00 in Federal Bridge Program funds and \$200,000.00 in Roadway funds).

CC #: 7593

File #: 0201-01 & 0900-04

CONTACT: Hossein Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

7.11. Child Care Programs - Budget Adjustment

Memo from Accounting Supervisor Jacquelyn Flickinger and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5666 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to transfer the organization codes of 08545 After

School Education-Safety and 08546 CDE-Child Develop Program and respective budgets from the General Fund to the Child Care Fund. In addition, this request is to transfer the budget for donations related to the Splash, Mayors Cup, and Turkey Trot to the proper organization key of 00610 Parks & Recreation Donation Fund. This funding is approved under the 2015/16 Budget and does not have a negative impact to the General Fund.

CC #: 7586

File #: 0201-01 & 0704

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

7.12. Douglas Substation Rehabilitation Project - Budget Adjustment

Memo from Power Engineer Ozro Corulli and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5667 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council approve a budget adjustment of \$1,250,000.00 in order to complete a portion of the Douglas Substation Rehabilitation Project in FY2015/16. The additional funds are needed for higher than originally estimated material and labor costs. The total project budget will increase from \$7,147,122.00 to \$8,397,122.00, upon approval of the budget adjustment.

CC #: 7587

File #: 0201-01 & 0800-03

CONTACT: Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

7.13. Westpark Community Facilities District - Budget Adjustment

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5671 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. On July 30, 2015, Stifel, Nicolaus and Company was successful in pricing the refunding bonds for Westpark CFD #1. On August 12, 2015 the deal closed generating funds to retire the outstanding bonds, create a new reserve fund, and fund the cost of issuance fees. The budget adjustment for \$950,287.00 reflects expenses related to the cost of issuance. The budget adjustment reflects a portion of the proceeds from the bond issuance related to Westpark CFD #1. There is no impact on the General Fund.

CC #: 7598

File #: 0201-01 & 0206-03-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.14. Amoruso Ranch Specific Plan - Professional Services Agreement Amendment and Budget Adjustment

Memo from Senior Planner Trisha Stewart and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-119

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ANALYTICAL ENVIRONMENTAL SERVICES (AES), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5665 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment and professional services agreement amendment with Analytical Environmental Services for preparation of an Environmental Impact Report for the Amoruso Ranch Specific Plan Project. Total cost for the scope of work amendment is \$23,900.00. This budget adjustment has no impact on the General Fund as these funds will be provided through developer reimbursement.

CC #: 7585

File #: 0201-01 & 0400-04-15

CONTACT: Tricia Stewart 916-774-5258 tstewart@roseville.ca.us

7.15. Dry Creek Greenway Multi-use Trail Project - Professional Design Services Agreement and Budget Adjustment

Memo from Alternative Transportation Analyst Michael Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-120 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5668 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item includes adoption of a budget adjustment in the amount of \$100,000.00 in Local Transportation Funds and approval of a Professional Design Services Agreement with Psomas Consulting in the amount of \$166,699.00 for engineering design and environmental review services for the Dry Creek Greenway Trail Project, a proposed multi-use trail along a 4.25-mile stretch of Dry, Cirby and Linda Creeks.

CC #: 7588

File #: 0201-01 & 0721-05

CONTACT: Michael Dour 916-746-1304 mdour@roseville.ca.us

7.16. HP Campus Oaks - Budget Adjustment

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5669 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting City Council adopt an ordinance approving a budget adjustment for a total of \$5,711,399.00 (\$5,000,000.00 for Facility Construction and \$711,399.00 for Cost of Issuance fees) of which are a result of the proceeds from a recent bond sale for HP Campus Oaks Community Facilities District No. 1 that closed on March 24, 2016. The funds are proceeds of the bond issuance related to the HP

Campus Oaks project. There is no impact on the General Fund.
CC #: 7592

File #: 0201-01 & 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

7.17. Finance Authority - 2012 Electric System Revenue Refunding Certificates of Participation Second Supplement to Trust Agreement and Budget Adjustment

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 16-124 OF THE BOARD OF DIRECTORS OF THE ROSEVILLE FINANCE AUTHORITY AUTHORIZING THE EXECUTION OF A SUPPLEMENT TO TRUST AGREEMENT IN CONNECTION WITH ELECTRIC SYSTEM CERTIFICATES OF PARTICIPATION AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS; and adopt ORDINANCE NO. 5672 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In October 2012, the City Council approved a 3.5 year Direct Purchase Agreement with US Bank regarding the \$90 million Electric Refunding Certificates of Participation Series 2012 bonds. The Direct Purchase Agreement is set to terminate on May 16, 2016 and requires action to be taken. Staff and the City's Financial Advisor reviewed various refunding options and concluded a renewal of the agreement was the best option for Electric. The Direct Purchase Agreement acts similar to a loan and was analyzed as the most cost effective option regarding the refunding. The renewal of the Direct Purchase Agreement for the Series 2012 bonds will cost approximately \$495,000.00 per year. While the rate is 10 bps higher than the previous agreement, the increased interest cost can be absorbed in the FY16 Budget.

CC #: 7599

File #: 0201-01 & 0200

CONTACT: Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Ordinances (for second reading and adoption)

7.18. Second Reading of Ordinance - Municipal Code Amendment - Commercial Organics Program

ORDINANCE NO. 5673 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.12.010 AND 9.12.100 OF CHAPTER 9.12 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE, for second reading and adoption.

CC #: 7612

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

7.19. Second Reading of Ordinance - Municipal Code Amendment - Personnel Rules and Regulations

ORDINANCE NO. 5674 OF THE COUNCIL OF THE CITY OF ROSEVILLE

REPEALING SECTIONS 3.12.150 AND 3.12.160 OF CHAPTER 3.12, AMENDING SECTION 3.01.050 OF CHAPTER 3.01, AMENDING SECTIONS 3.04.010 AND 3.04.040 OF CHAPTER 3.04, AMENDING SECTIONS 3.05.010, 3.05.020, 3.05.030, 3.05.060, 3.05.070, 3.05.080, 3.05.100, 3.05.120 AND 3.05.160 OF CHAPTER 3.05, AMENDING SECTIONS 3.06.020, 3.06.030 AND 3.06.140 OF CHAPTER 3.06, AMENDING SECTIONS 3.07.040 AND 3.07.080 OF CHAPTER 3.07, AMENDING SECTIONS 3.11.040 AND 3.11.070 OF CHAPTER 3.11, AMENDING SECTIONS 3.12.010, 3.12.050, 3.12.060, 3.12.080, 3.12.100, 3.12.120 AND 3.12.161 OF CHAPTER 3.12, AND AMENDING SECTION 3.16.020 OF CHAPTER 3.16 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES, for second reading and adoption.

CC #: 7613

File #: 0600-03

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Reports / Requests

7.20. Out of State Travel Request - Fire Department

Memo from Battalion Chief Rich Harlan and Fire Chief Rick Bartee requesting Council approve of out-of-state travel for Battalion Chief Rich Harlan and Fire Engineer Joe Lapenna, along with Steve Westphal from the Fleet Services to attend two factory inspections of three new fire engines being built by Pierce Manufacturing in Appleton, Wisconsin. The inspections will occur sometime during the months of June and July, 2016. All costs related to travel for all three individuals, including air fare, lodging and meals is being covered by Pierce Manufacturing. The total cost to the City is approximately \$4,671.93 to cover the back-fill for one Fire Engineer for four 24 hour shifts.

CC #: 7590

File #: 0600-02

CONTACT: Rich Harlan 916-774-5837 rharlan@roseville.ca.us

Ceremonial Documents

7.21. Resolution of Commendation and Appreciation to Robert Nelson

Robert Nelson to be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7614

File #: 0102-10

CONTACT: Carl Walker 917-746-1349 cwalker@roseville.ca.us

7.22. Proclamation - Building Safety Month

Proclaim May 2016 as Building Safety Month and urge citizens to participate in activities to help promote building safety, to create awareness as to the importance of construction and building codes, and to honor the role of code officials in administering those codes.

CC #: 0102-06

File #: 7615

CONTACT: Jacqueline Kelleher 916-746-1318 jkelleher@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Successor Agency/City Council - Reservation of Funds for Roseville Junction Station Affordable Housing Project

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending City Council and Successor Agency adopt RESOLUTION NO. 16-126 APPROVING THE RESERVATION OF \$3,760,000 FROM THE AFFORDABLE HOUSING FUND FOR THE ROSEVILLE JUNCTION STATION AFFORDABLE HOUSING PROJECT; and adopt SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE RESOLUTION NO. 16-127 APPROVING THE RESERVATION OF FUNDS FOR THE ROSEVILLE JUNCTION STATION AFFORDABLE HOUSING PROJECT. This is a request to approve the reservation of \$4,360,000.00 for the Roseville Junction Station Project. On July 15, 2015, the City approved the reservation of \$3.2 million to assist Pacific & Church Partners in developing a 76 unit affordable housing community located at 120 Pacific Street. In order to ensure a successful application to the California Debt Limit Allocation Committee (CDLAC), the developers are requesting an additional loan of \$1.16 million which will increase the full loan amount to \$4,360,000.00. The application is due to CDLAC by July 22, 2016 and will award the project with \$5.2 million in September 2016. Although the required agreements securing this funding are not in place at this time, the Housing Division anticipates the loan to be in the form of a 55-year fully amortized loan with an interest rate of 3% simple interest. No General Fund monies will be used for this project.

CC #: 7603

File #: 0709-03

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

Chris Robles 916-774-5421 crobles@roseville.ca.us

8.2. Westpark Communities Development Impact Fee Deferral for West Roseville Specific Plan Parcel W-70 - 4375 Brookstone Drive

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council approve RESOLUTION NO. 16-132 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, ROSEVILLE SCHOOLS, LLC AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request authorizing the City Manager to sign the Deferred Fee Agreement for certain development impact fees not to exceed \$485,587.88 to allow for the construction of a Elementary School on West Roseville Specific Plan Parcel W-70 (addressed 4375 Brookstone Dr., Roseville CA). The deferred development impact fees will be due and payable on or before July 31, 2017. A 3% interest

rate is to be charged to cover the lost interest income over the deferral period.

CC #: 7609

File #: 0206-03-01 & 0215

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Request for Council Discretionary Funds

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with requests for discretionary funding from the following:

- Adelante High School for Safe and Sober Grad Night Sponsorship
- Granite Bay High School for Safe and Sober Grad Night Sponsorship
- Independence High School for Safe and Sober Grad Night Sponsorship
- Oakmont High School for Safe and Sober Grad Night Sponsorship
- Roseville High School for Safe and Sober Grad Night Sponsorship

CC #: 7602

File #: 0102

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

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

9.2. Road Resurfacing Update

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon with a presentation regarding scheduled road resurfacing for summer 2016 and planned resurfacing for 2017 and 2018. For information only.

CC #: 7606

File #: 0800-04

CONTACT: Jason Shykowski 916-746-1300 jshykowski@roseville.ca.us

9.3. Hotel & Conference Center Project - Request for Council Direction to Issue Request for Proposals

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne with a request for the City Council to review and comment on the draft Request for Proposals concerning the hotel & conference center project and to provide direction to staff to issue the Request for Proposals.

CC #: 7591

File #: 0400-04-04-1

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

1. Open the Public Hearing
2. Presentation by Staff

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

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

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

10.1. Temporary (A-Frame) Signs

Memo from Senior Planner Derek Ogden and Development Services Director Kevin Payne recommending Council consider options relating to the temporary provisions of the Sign Ordinance and A-frame signs, and provide staff with direction to revise the City's A-frame sign regulations. The change in regulation may create additional workload for the City's Code Enforcement section but the actual cost to the General Fund will be absorbed as part of this section's annual work program.

CC #: 7601

File #: 0321 & 0800-06

CONTACT: Derek Ogden 916-746-1348 dogden@roseville.ca.us

10.2. Westbrook Phase 2 & 3 - General Plan Amendment, Sierra Vista Specific Plan Amendment, West Roseville Specific Plan Amendment, Rezone, Westbrook Development Agreement Amendment, Westpark Development Agreement Amendment - 10.2 AND 10.3 WILL BE HEARD CONCURRENTLY

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-133 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT AND LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE RELATED TO THE SIERRA VISTA SPECIFIC PLAN; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE SEVENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF PL ROSEVILLE, LP RELATIVE TO THE WEST ROEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and introduce for reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-134 AMENDING THE SIERRA VISTA SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATIONS AND TEXT ON

CERTAIN PROPERTY IN THE CITY OF ROSEVILLE RELATED TO WESTBROOK PHASE 2 AND 3; and adopt RESOLUTION 16-135 AMENDING THE WEST ROSEVILLE SPECIFIC PLAN TO CHANGE THE AFFORDABLE HOUSING CHAPTER RELATED TO A TRANSFER OF AFFORDABLE HOUSING OBLIGATIONS FROM THE WEST ROSEVILLE SPECIFIC PLAN TO THE SIERRA VISTA SPECIFIC PLAN; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED IN THE WESTBROOK PHASE 2 AND 3 PORTIONS OF THE SIERRA VISTA SPECIFIC PLAN. This is a request for a General Plan Amendment, Development Agreement Amendments, Specific Plan Amendments, Rezone, Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map to create an age-restricted community, reconfigure and redesignate land uses, and subdivide all of the Low Density Residential property to create 582 single-family lots (493 of which are age-restricted). These actions are developer-initiated and all impacts to the City's General Fund have been addressed in the approved Development Agreement and the subsequent requested Development Agreement Amendment as part of this action.

CC #: 7611

File #: 0400-04-12-1

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

10.3. Westbrook Community Facilities District No. 1 & 2 - Change to the Rate and Method of Apportionment of Special Tax

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-121 APPROVING CHANGE TO RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES). On April 16, 2014 Council approved Resolution No. 14-131 forming Westbrook Community Facilities District No. 1 (Public Facilities). On December 17, 2014 Westbrook Community Facilities District No. 2 (Public Services) was then formed under Resolution No. 14-540. The property owner originally submitted a rezone application for Westbrook Phases 2 and 3 to the City on December 24, 2013 which was later revised. The final rezone plans are being taken to the City Council for approval on April 20, 2016. As a result of the rezone the owner wishes to reapportion the special tax amongst the new parcels, while not reducing the total maximum annual special tax revenue that would be generated in each CFD. This change has been approved in writing by both the owner and the Finance Director and is allowed per each of the original Community Facilities District's Rate, Method of Apportionment. The approval of the resolution will not impact the City's General Fund.

CC #: 7595

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 7610

File #: 0102-06 & 0102-11

Title: Proclamation - Big Day of Giving

Contact: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim May 3, 2016 as Big Day of Giving and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk

A handwritten signature in blue ink, likely belonging to Heather Blanco, the Deputy City Clerk.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Big Day of Giving

City of Roseville Proclamation

BIG DAY OF GIVING

May 3, 2016

WHEREAS, on May 3, 2016, cities across the United States are participating in a Give Local America event in which community foundations encourage charitable giving in their communities; and

WHEREAS, Placer Community Foundation, a trusted resource for contributing to local organizations, will host the BIG Day of Giving on May 3, 2016 in partnership with regional community foundations; and

WHEREAS, close to 600 nonprofits throughout the region will participate in the BIG Day of Giving, 99 of which are located in Placer County and serve Roseville residents; and

WHEREAS, contributions made on the BIG Day of Giving will be amplified with incentives and prize dollars, allowing each donation to go further and empowering nonprofits to offer more of their services to the community; and

WHEREAS, BIG Day of Giving is an opportunity for Roseville residents to show their community pride through supporting the good work of local nonprofits; and

WHEREAS, philanthropic investment helps hardworking nonprofits make an impact on the causes that affect us all and provides donors with a sense of ownership in their community.

NOW, THEREFORE, I, CAROL GARCIA, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **May 3, 2016** as **BIG DAY OF GIVING** and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

SIGNED AND APPROVED this 20th day of April, 2016.

CAROL GARCIA, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 7594
File #: 0102-11

Title: Kathryn McClary Operator of the Year Award Presentation
Contact: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Presentation to award recipient Mike Gillman, MV Transportation bus operator.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, appearing to be "Rhonda Herndon", with a long horizontal stroke extending to the right.



COUNCIL COMMUNICATION

CC #: 7617
File #: 0102-06

Title: Proclamation - West Nile Virus and Mosquito and Vector Control Awareness Week
Contact: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 5.3.

RECOMMENDATION TO COUNCIL

Proclaim April 17 to April 23, 2016 as West Nile Virus and Mosquito and Vector Control Awareness Week, increasing public awareness of the threat of diseases, and encouraging action in prevention to help minimize health threats within Roseville.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7618
File # :0102-10

Title: Resolution of Commendation and Appreciation to the United States Army National Guard
Contact: Heather Blanco 774-5265 hblanco@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 5.4.

RECOMMENDATION TO COUNCIL

Recommend the United States Army National Guard be commended and appreciated for their heroic and valiant service to the United States, allowing freedom to all.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7616
File #: 0203-05

Title: Purchase of Portable Radios
Contact: Randy Thompson 916-774-5099 rthompson2@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Authorize a sole-source purchase of five Motorola portable radios from Motorola Corporation at a cost of \$31,825.38.

BACKGROUND

The Police Department has an ongoing requirement for Motorola radios for police personnel. The requested purchase is for five (5) Motorola APX7000 portable radios and replacement parts.

These radios are used by the City's patrol officers, regional SWAT team and animal control officers. The police department continues to face delays in acquiring radios from the vendor due to the build time required for individual agencies' specifications; and there are competing demands on the vendor from law enforcement, military and civilian markets. At this time we do not have extra radios. We have an immediate need for three (3) radios for new staff, and are requesting two additional radios for growth or the replacement of potentially damaged radios.

FISCAL IMPACT

The cost of the radios will be \$31,825.38. Funding has been approved in the current budget year's General Fund contingency budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this purchase.

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 section 15061(b)(3)). The purchase of portable radios does not include the potential for significant environmental impact, and therefore is not subject to CEQA.

Respectfully Submitted,

Randy Thompson, Rangemaster

Daniel Hahn, Police Chief

A handwritten signature in blue ink, appearing to be 'Randy Thompson', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7589

File #: 0203-13-02

Title: Ethernet Switches for Traffic Signals - Purchase Order Renewal

Contact: Dave Crittenden 916-774-5554 dcrittenden@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Authorize the renewal of a sole source open annual purchase order to CT West, Inc. for the purchase of intelligent transportation system (ITS) Ethernet switches for the Public Works Engineering Division, and authorize the continued renewing the same purchase order up to three additional years without further Council approval. This sole source agreement was originally authorized by Council last year and the ITS Switches have exceeded our expectations. The estimated annual spend is a not to exceed amount of \$50,000.00 or up to department budgeted amounts.

BACKGROUND

This is a renewal of a sole source purchase approved by Council last fiscal year. The reason for the sole source purchase renewal is because the product function continues to be proprietary and CT West, Inc. continues to be the sole distributor of these ITS Express hardened network devices in California. Public Works staff conducted research to see if there were other switches with similar capabilities and did not find any.

The Public Works Traffic Signal Division has a requirement to replace their current ML638 switches at various traffic signals as the hardware nears its end of life expectancy. The City currently uses as many as four of the old model ML638 Ethernet switches at every traffic signal in the City at a cost of \$2,744.00 each. The switches are used to join multiple computers together within one local area network (LAN). The switches provide fiber optic communications for all traffic signals and provide communication between most City facilities. One of the proprietary technologies of the new ITS Express switches allow staff to replace up to four of the old ML638 switches per intersection with just one of the new switches providing a significant cost savings. Another proprietary function of the new switches from CT West, Inc. improves system reliability by providing the capability of automatically re-routing communications back to City Hall if there is a loss of signal due to fiber optic line damage. This ensures that network communications to City facilities are not lost and provides an overall improvement in system stability.

The Public Works Traffic Signal Division will continue to use the ITS Ethernet switches throughout the system into the foreseeable future and therefore staff requests authorization to continue

renewing the purchase order with CT West for up to three years without further Council approval. Staff will continue to evaluate whether the CT West ITS switch technology is the best option for the Public Works traffic signal network. Traffic signal staff will work with the vendor to negotiate out year pricing to either retain the current pricing or implement price increases or decreases based on consumer or producer price indexes or other relevant data to ensure that any price changes are fair and reasonable.

The Information Technology Department was involved in the original evaluation of these switches for traffic signal network use.

The use of Traffic Mitigation Fees for this work is justified due to this being an upgrade to the existing system providing network capabilities not previously available. These switches will provide the failover functionality identified as highly recommended in the June 15, 2012, ITS Master Plan Update (pages 11 and 12). Once in place, these switches will provide a self-healing communication network that is no longer vulnerable to a single point of failure. This will ensure not only traffic signal communications remain operational, but those of the citywide internal communications network including the Police, Fire, Library, Environmental Utilities, and Information Technology departments.

FISCAL IMPACT

The cost of each switch is approximately \$1,595.00 plus tax of \$119.63 for a total of \$1,714.63. An open annual purchase order will be established with a not to exceed value of \$50,000.00. Funding is included in the Public Works Department's Traffic Signal Projects annual account for the fiscal year 2016 and 2017 budgets. This account is funded by developer paid Traffic Mitigation Fees. No General Funds will be used. Purchases in future years will be contingent upon Council approval of budgets for those years.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, the project could create up to 0.54 jobs.

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 purchase of Ethernet switches does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dave Crittenden, Electronics Technician

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

CT West Quote



QUOTE

43391 Business Park Dr. Ste C-8
Temecula, CA 92590
951.691.1385 - Voice
951.308.4541 - Fax
951-553-1479 - Cell

QUOTE NO. 05262015WS2-rev2

DATE November 6, 2015

EXPIRATION DATE June 30, 2016

TO **Zach Hopkins / Richard Fowler**
City of Roseville - PW Traffic Signals

SALESPERSON	PROJECT	PAYMENT TERMS	BID DATE
Wade Sumner, wades@ct-west.com	stock	Net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
QTY 1-19 PCS			
1.00	ITS 8012-24 24 Port Layer 2+ Hardened Switch, W/ 2 SFP Optics & PS	\$ 2,205.00	\$ 2,205.00
1.00	ITS 8024 24 Port Layer 2+ Hardened Rack Mount Switch, W/ 2 SFP Optics & PS	\$ 2,645.00	\$ 2,645.00
1.00	ITS 8028, 28 Port Layer 2+ Hardened Rack Mount Switch, W/ 2 SFP Optics & PS	\$ 1,745.00	
QTY 20+ PCS			
	ITS 8012-24 24 Port Layer 2+ Hardened Switch, W/ 2 SFP Optics & PS	\$ 1,910.00	
	ITS 8024 24 Port Layer 2+ Hardened Rack Mount Switch, W/ 2 SFP Optics & PS	\$ 2,495.00	
	ITS 8028, 28 Port Layer 2+ Hardened Rack Mount Switch, W/ 2 SFP Optics & PS	\$ 1,595.00	
Note: Sales Tax is NOT Included			
Note: Delivery is 30 -45 days ARO			
Note: Freight is Included - FOB Dest.			

Quotation prepared by: Wade Sumner

This is a quotation on the goods named, subject to CT West standard terms and conditions.

To accept this quotation, sign here and return: _____

SUBTOTAL	\$ 4,850.00
SALES TAX	
TOTAL	\$ 4,850.00

****Thank you for the opportunity to provide this quote to you ****



COUNCIL COMMUNICATION

CC #: 7597
File #: 0203-04

Title: Painting Services (RFQ 01-3066) - Service Agreement
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement to Quality Painting & Construction, Inc. as the lowest responsive bidder to RFQ 01-3066 for services to paint the City's Corporation Yard and Tower Theater. The total cost of service is \$124,900.00. Additionally, adopt a resolution authorizing the City Manager to sign the agreement.

BACKGROUND

The Central Services Building Maintenance Division has a requirement to paint the exterior of buildings at the City's Corporation Yard and the exterior of the downtown Tower Theater. The Corporation Yard buildings have not been painted for more than ten years. The current paint is faded. In some locations, paint is cracking, peeling, and exposing base materials. The exterior of Tower Theater is included in this project. The paint on the Theater is in similar condition with fading, peeling, and cracking that has exposed base building materials. These buildings are being painted to maintain City of Roseville buildings and reduce future maintenance costs.

A formal bid was issued with eleven vendors responding as follows:

<u>Vendor</u>	<u>Total</u>
Vera's Painting Woodland Hills, CA	\$247,800.00
Schaper Co., Inc. Roseville, CA	\$209,675.00
JPB Designs, Inc. Sacramento, CA	\$207,000.00
A Plus Painting Roseville, CA	\$205,000.00
Quality Custom Painting American Canyon, CA	\$196,600.00

Mason Painting, Inc. Orangevale, CA	\$169,667.00
Pacific Contractors Group, Inc. Northridge, CA	\$151,000.00
Horizon Brothers Painting Rio Linda, CA	\$138,700.00
D&H Painting Sacramento, CA	\$135,000.00
James L. Harris Painting & Decorating, Inc. Auburn, CA	\$134,815.00
Quality Painting & Construction, Inc. San Francisco, CA	\$124,900.00

FISCAL IMPACT

The total cost of the painting services is \$124,900.00. Funding is included in the 2015/16 fiscal year capital improvement project (CIP) account for facilities rehabilitation projects.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-123

S1605237 Quality Painting & Construction, Inc. Svc. Agmt.

RESOLUTION NO. 16-123

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND QUALITY PAINTING & CONSTRUCTION, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1605237) between City of Roseville and Quality Painting & Construction, Inc., has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

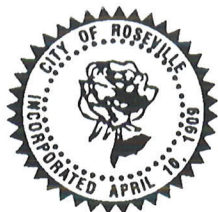
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1605237**

SERVICE LOCATION: CORPORATION YARD
& TOWER THEATER
ROSEVILLE, CA

REQ. NO.: R1613528 DATE: 2/26/16

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: CENTRAL SERVICES

Acct. Code: 91021-6130/169430-45

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Contractor No.: V40873
Telephone No.: (415)756-3011 Fax: (415)664-4968
Email address: ilyazhuchkov@aol.com
Contractor: QUALITY PAINTING & CONSTRUCTION, INC.
ATTN: ILYA ZHUCHKOV
2800 34TH AVENUE
SAN FRANCISCO, CA 94116

Start Date	Terms	Completion Date	Insurance Limits	Contact
ASAP	NET 30	Upon Payment of Final Invoice	Approved by Risk Mgt.	CHARLIE FRALICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR WILL PAINT THE EXTERIOR OF BUILDINGS AT THE CITY'S CORPORATION YARD AND THE EXTERIOR OF THE CITY'S TOWER THEATER IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS, AND ATTACHMENTS OF RFQ 01-3066.

PLEASE CONTACT CHARLIE FRALICK AT (916)774-5706 FOR QUESTIONS REGARDING THIS PROJECT.

Total Cost of Service: \$ **124,900.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: C2947484 Contractor License No.: 790632 DIR Registration No.: 1000035266

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

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 a thirty (30) day notice.
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>.
- 10a. 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.
- 10b. 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.
- 10c. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service 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.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
--

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT GENERAL

Required Coverage:

- General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 per occurrence
\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010
- Additional Insured Endorsement- 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
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

- A. By email to roseville@ebix.com
- B. By fax to (770) 325-5727

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

ASBESTOS NOTIFICATION TO CONTRACTOR

The City of Roseville Facility Maintenance & Operations Division is committed to providing a safe and healthy work environment for all personnel. All pre 1979 constructed facilities are listed in Table 1. Note, an asterisk indicates that there is asbestos present in the facility. Bulk and Air sampling results will be made available upon request.

401 Oak St. facility has asbestos that has been located in restricted access areas such as mechanical rooms, boiler rooms, and attics. It is in good condition and does not pose any hazard during normal operations. Any contractor maintenance/ construction/ renovation activity involving intentional or accidental contact with friable materials can release fibers. Per Health & Safety Code 25915.2 (h)(2), " Information to convey that moving, drilling, boring, or otherwise disturbing the asbestos-containing construction material attempted by an unqualified employee. The notice shall identify the condition of the asbestos-containing construction material deteriorates." Only authorized and properly trained personnel should perform any work which may disturb asbestos materials. All contractor operations performed in areas where asbestos is present must be reviewed by the City of Roseville Facility Maintenance & Operations Division prior to initiation of activities.

Contractor acknowledges receipt of the attached "Asbestos Notification" identifying the City of Roseville Facilities that may contain asbestos, and agrees to distribute the Notice to all its personnel prior to their commencing work in such buildings. Contractor agrees to coordinate with the City of Roseville Facility Maintenance & Operations Division for special asbestos handling instructions to be given to all Contractor personnel prior to their commencing work, if any, which could disturb asbestos in City of Roseville, controlled buildings.

Pursuant to the California Health and Safety Code (Chapter 10.4, Section 25915), each employee has the right to review all reports about surveys, bulk sampling and air sampling. If you have questions regarding operational procedures for contractor activities, contact the City of Roseville Facility Maintenance & Operations Division, 916 774-5740.

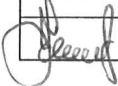
ASBESTOS NOTIFICATION TO CONTRACTOR

Table 1

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

* Indicates Facility has known Asbestos

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	COMPANY NAME	DATE
	Quality Painting & Construction Inc	02/29/2016



COUNCIL COMMUNICATION

CC #: 7596

File #: 0707

Title: Purchase and Installation of Pool Heater (RFQ 01-3064) - Service Agreement

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

Meeting Date: 4/20/2016

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement to Mesa Energy Systems, Inc. as the lowest responsive bidder to RFQ 01-3064 for the purchase and installation of a swimming pool heater. The cost of the heater and installation is \$61,767.00 plus an "add option" for labor and parts to replace two butterfly isolation valves connected to the heater costing \$4,831.00 for a grand total of \$66,598.00. Additionally adopt a resolution authorizing the City Manager to sign the agreement.

BACKGROUND

The Parks, Recreation, and Libraries Department has a requirement to replace a swimming pool heater at the Roseville Aquatics Complex. The current pool heater (also known as gas boiler) is over ten years old and has exceeded its 5-7 year life expectancy. Due to its age, the current gas boiler is running at a fraction of its effectiveness and efficiency. There are currently two boilers that are used to heat the competition pool. Both heaters are needed during the winter months for our ongoing rental to a year round swim team.

A formal bid was issued with two vendors responding as follows:

<u>Vendor</u>	<u>Total</u>
Knorr Systems Santa Ana, CA	\$67,782.26
Mesa Energy Systems Sacramento, CA	\$61,767.00

The bid included a separate line item for labor and parts to replace two butterfly isolation valves that are attached to the pipes leading into the pool heater. Parks Maintenance staff asked vendors to quote the two valves separately as an add option in the event that the cost of the valves exceeded their current budget.

FISCAL IMPACT

The total cost of the swimming pool heater and installation and the replacement of two butterfly isolation valves is \$66,598.00. Funding is included in the Parks, Recreation, & Libraries Department's 2015/16 fiscal year capital improvement budget. Staff anticipate seeing a savings in gas costs for heating the competition pool during the winter months with the purchase of the new pool heater.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-122

Mesa Energy Systems, Inc. Service Agreement

RESOLUTION NO. 16-122

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1605240) between City of Roseville and Mesa Energy Systems, Inc., has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

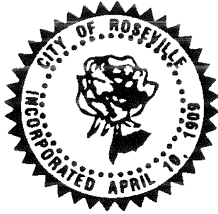
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1605240**

SERVICE LOCATION: Roseville Aquatics Complex
3051 Woodcreek Oaks Blvd.
Roseville, CA

REQ. NO.: R1613478 DATE: 3/7/16

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40885
Telephone No.: (916)417-8571 Fax:
Email address: eric_james@emcorgroup.com
Contractor: Mesa Energy Systems, Inc.
Attn: Eric James
3906 Kristi Court
Sacramento, CA 95827

Department: Parks, Recreation, & Libraries

Acct. Code: 91022-6130/149504-30

Buyer: Joanna Oukrop
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
ASAP	Net 30	Upon Payment of Final Invoice	Approved by Risk Mgt.	Steve Adao/Kate Rebello

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide and install a swimming pool heater at the Roseville Aquatic's Complex in accordance with all specifications, terms, conditions, and attachments of RFQ 01-3064. The services will include the "Add Option" portion of the bid for labor and parts to replace two butterfly isolation valves.

Please contact Steve Adao at (916)774-5938 or Kate Rebello at (916)774-5945 for questions regarding this agreement.

Total Cost of Service: \$ **66,598.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 828585 Contractor License No.: 611215 DIR Registration No.: 1000002425

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

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 a thirty (30) day notice.
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>.
- 10a. 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.
- 10b. 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.
- 10c. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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.
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<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
--

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT GENERAL

Required Coverage:

- General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
Personal Injury:
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- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010
- Additional Insured Endorsement- 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
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

- A. By email to roseville@ebix.com
- B. By fax to (770) 325-5727

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

ASBESTOS NOTIFICATION TO CONTRACTOR

The City of Roseville Facility Maintenance & Operations Division is committed to providing a safe and healthy work environment for all personnel. All pre 1979 constructed facilities are listed in Table 1. Note, an asterisk indicates that there is asbestos present in the facility. Bulk and Air sampling results will be made available upon request.

401 Oak St. facility has asbestos that has been located in restricted access areas such as mechanical rooms, boiler rooms, and attics. It is in good condition and does not pose any hazard during normal operations. Any contractor maintenance/ construction/ renovation activity involving intentional or accidental contact with friable materials can release fibers. Per Health & Safety Code 25915.2 (h)(2), " Information to convey that moving, drilling, boring, or otherwise disturbing the asbestos-containing construction material attempted by an unqualified employee. The notice shall identify the condition of the asbestos-containing construction material deteriorates." Only authorized and properly trained personnel should perform any work which may disturb asbestos materials. All contractor operations performed in areas where asbestos is present must be reviewed by the City of Roseville Facility Maintenance & Operations Division prior to initiation of activities.

Contractor acknowledges receipt of the attached "Asbestos Notification" identifying the City of Roseville Facilities that may contain asbestos, and agrees to distribute the Notice to all its personnel prior to their commencing work in such buildings. Contractor agrees to coordinate with the City of Roseville Facility Maintenance & Operations Division for special asbestos handling instructions to be given to all Contractor personnel prior to their commencing work, if any, which could disturb asbestos in City of Roseville, controlled buildings.

Pursuant to the California Health and Safety Code (Chapter 10.4, Section 25915), each employee has the right to review **all** reports about surveys, bulk sampling and air sampling. If you have questions regarding operational procedures for contractor activities, contact the City of Roseville Facility Maintenance & Operations Division, 916 774-5740.

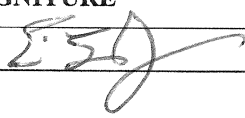
ASBESTOS NOTIFICATION TO CONTRACTOR

Table 1

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

* Indicates Facility has known Asbestos

Sign to acknowledge receipt of asbestos notification:

SIGNITURE	COMPANY NAME	DATE
	Mesa Energy Systems, Inc.	March 9, 2016



COUNCIL COMMUNICATION

CC #: 7608

File #: 0704

Title: Vegetation Management & Firebreak Installation - Service Agreement

Contact: Brian Castelluccio 916-746-1775 bcastelluccio@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommend Council authorize the City Manager to execute a Service Agreement between the City of Roseville and H & N Enterprises allowing for installation of fire breaks and reduction of vegetation on both City and private property.

BACKGROUND

The City of Roseville is required by California Fire Code 304.1.2 and Title 19 California Code of Regulations, to install firebreaks on City property prior to July 1st of each year. A minimum 30ft. firebreak is required between natural areas, and residential and commercial properties. The City has utilized a combination of City staff and contract labor to complete the firebreak installation. Approximately 200 acres of firebreaks are installed throughout the City, at over 100 locations.

Roseville Fire Department issues notices to all private property owners whose property requires a firebreak based on California Fire Code 304.1.2 and Title 19 California Code of Regulations. Should private property owners fail to meet the deadline, the City installs the firebreak and bills the property owner. Due to this reason, we request a 20% contingency on top of the base bid to enable these firebreaks to be completed by the regulated deadline.

Vegetation reduction and management for clearance, asset protection and other regulatory measures will also be conducted as part of the project and be utilized by the Parks, Recreation & Libraries Department, Public Works Department and Environmental Utilities Department for said services.

In February 2016 a Request for Proposal was issued for vegetation management and firebreak services. Two companies submitted proposals. The companies were evaluated by staff from the Open Space Division and Fire Department. H & N Enterprises was selected based-on experience, understanding of the project, and a demonstrated ability to complete a project of this size and scope.

FISCAL IMPACT

The total cost of the project \$98,500.00 with a proposed 20% contingency amounting to \$19,700.00, totaling \$118,200.00 from the approved FY2015/16 budget.

Fire Department 06011-5101	\$ 15,000.00
Fire Department 06025-5101	\$ 15,000.00
Open Space Division 08551-5100	\$ 30,000.00
Preserve Fund 91008-5100	\$ 35,000.00
Parks Division 08555-5340	\$ 7,000.00
Streets Division 08342-5100	\$ 8,000.00
Oak Mitigation 91003-5100	\$ 8,200.00

ECONOMIC DEVELOPMENT / JOBS CREATED

Maintaining a safe and healthy community helps bring new residents and businesses to Roseville fostering economic growth. The contract may hire local residents to complete the project.

ENVIRONMENTAL REVIEW

The proposed project involves a minor alteration in the condition of the land, water and/or vegetation but will not remove healthy, mature, scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Brian Castelluccio, Open Space Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 16-131

H&N Service Agreement

RESOLUTION NO. 16-131

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND H&N ENTERPRISES, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1603237) between City of Roseville and H&N Enterprises, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1603237**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1613766 DATE: 3/24/16

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40899
Telephone No.: (925) 828-9163 Fax:
Email address: handn.enterprises@gmail.com
Contractor: H & N ENTERPRISES
ATTN: RYAN NIELSEN
P.O. BOX 608
PLEASANTON, CA 94566

Department: OPEN SPACE

Acct. Code: 91008-5100

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
4/1/16	NET 30	3/31/17	Approved by Risk Mgt.	BRIAN CASTELLUCCIO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE ANNUAL VEGETATION MANAGEMENT & FIREBREAK CONTROL FOR OPEN SPACE. WORK WILL BEGIN NO LATER THAN MAY 1ST AND MUST BE COMPLETED BY DEC 30TH. EACH YEAR THE VENDOR AND CITY SHALL MEET BY APRIL 1ST TO DISCUSS YEARLY SCHEDULE AND COORDINATE WORK IN ACCORDANCE WITH ALL TERMS, CONDITIONS, ATTACHMENTS, AND SPECIFICATIONS OF RFP 13-031.

Please contact Brian Castelluccio at (916) 746 1755 for questions regarding this agreement.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ 98,500.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: 1003486 DIR Registration No.: 1000021513

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: X

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



Attached is a copy of a service agreement for your review and acceptance. Please review the company name, address, and contact information and notify me via email if any corrections need to be made. I will update the agreement prior to you signing the document.

Sign the agreement using the below signature guidelines. Alterations or modifications to the agreement are not allowed. Mail **two signed original** copies of the agreement to the address noted below. Faxes, photocopies, and electronic transmittals will not be accepted. Upon receipt of all necessary documents, the City will sign the agreements and return a fully executed original 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 service agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the Service 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, | | |
| Treasurer, or any Assistant Treasurer of the corporation | | |

The service agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A in this service agreement packet. The service agreement will not be considered active or valid until the necessary insurance documents have been received by Roseville's insurance compliance contractor, EBIX. Please contact EBIX customer service at (951) 652-4239 or roseville@ebix.com for any insurance related questions.

Service Agreement Return Address:
Purchasing, Babette Owens
2005 Hilltop Circle
Roseville, CA 95747-9704

3.0 SCOPE OF SERVICES

The City of Roseville is requesting the vegetation management services at mapped locations throughout the City (see Exhibit 1 site maps) for the purposes of fuel management, environmental management and public safety. The scope of work mainly consists of cutting weeds and grasses down at designated locations following the specifications below, through use of power equipment. Many of the designated areas have uneven surfaces, steep slopes and other natural features. We are seeking a five year contract. Additional areas may be added due to City growth.

- Installation of 30ft firebreak at specific locations (see Exhibit 1 site maps) to be completed no later than June 30th of each year. Firebreaks all areas adjacent to residential or commercial property.
- All other vegetation management services deadlines will be developed prior to each season.
- Due to timelines City services may complete a portion of the mowing services.
- Contractor is responsible for supplying adequate equipment, supplies and materials needed to complete all vegetation services requirements.

Standards

- Weeds and grasses must be mowed at height of 2"- 3", where firebreaks or vegetation mowing is conducted. Debris after mowing should not exceed 3".
- No pesticides shall be used on City property.
- Work can only be conducted between 7:30am and 5:00pm daily. Weekend work must be approved by the City of Roseville Open Space Superintendent in advance.
- All pathways, sidewalks or public right away must be free of debris at the completion of work or by end of work day.
- All leaks of fluids from equipment, mowers or tractors must be reported to the City of Roseville, Open Space Superintendent the day they occur. Clean up and removal of hazardous waste is the responsibility of the contractor.
- Fueling, refueling and parking of vehicles shall not be done in areas with weeds longer than 2" in height. Sites must be mowed down first.
- Contractor must use and is responsible for traffic control when blocking any public right-of-way or bike trails. This includes signage, cones, barricades and an approved traffic control plan.
- Contractor must have fire extinguishers and Indian Backpack sprayers in case of fire on site and within an adequate distance from work site.
- The Open Space Superintendent must be notified regarding any negative interactions or incidents with the public, the day of occurrence.
- The selected contractor will be representing the City. The contractor and their staff will be expected to provide customer service, should there be public inquiry. Any actions or behavior that leads to a negative image or defamation of the City may lead to termination of the contract.

BID SHEET - H & N Enterprises				
Site Location	Acreage	H & N	method	Comments
FM-002	11.81	\$1,606.16	Tractor	Barn Park
FM-003	0.36	\$297.72	Hand	
FM-004	2.64	\$359.04	Tractor	Lockridge Park
FM-007	4.73	\$643.28	Tractor	
FM-009	0.77	\$636.79	Hand	
FM-010	1.31	\$1,083.37	Hand	
FM-011	1.17	\$159.12	Tractor	
FM-019	2.20	\$299.20	Tractor	
FM-020	3.47	\$471.92	Tractor	
FM-021	0.72	\$595.44	Hand	
FM-022	1.78	\$1,472.06	Hand	
FM-023	2.54	\$2,100.58	Hand	
FM-024	3.30	\$2,729.10	Hand	
FM-025	0.19	\$157.13	Hand	
FM-028	1.67	\$1,381.09	Hand	
FM-029	0.72	\$595.44	Hand	
FM-030	0.74	\$611.98	Hand	
FM-032	2.61	\$2,158.47	Hand	Orvieto
FM-034	0.92	\$125.12	Tractor	Empingham Way/Sierra College
sub-total		\$17,483.01		
Site Location	Acreage	Bid Price	Comments	
FM-039	3.74	\$3,092.98	Hand	
FM-040	0.38	\$314.26	Hand	
FM-041	1.31	\$1,083.37	Hand	
FM-042	0.27	\$223.29	Hand	
FM-044	1.16	\$959.32	Hand	
FM-045	3.41	\$2,820.07	Hand	Antelope Bike Trail
FM-046	19.45	\$2,645.20	Tractor	Landfill - Environmental Utilities Department
FM-049	1.46	\$1,207.42	Hand	
FM-050	4.42	\$3,655.34	Tractor	
FM-051	1.51	\$1,248.77	Hand	
FM-052	5.11	\$694.96	Tractor	

FM-054	1.80	\$1,488.60	Hand	
FM-055	1.07	\$137.07	Tractor	
FM-056	2.56	\$2,117.12	Hand	
FM-057	1.50	\$1,240.50	Hand	
FM-058	2.79	\$379.44	Tractor	
FM-059	3.71	\$3,068.17	Hand	
FM-061	1.26	\$1,042.02	Hand	
FM-063	0.27	\$223.29	Hand	
FM-064	2.13	\$1,761.51	Hand	Lunardi
FM-065	1.77	\$1,463.79	Hand	
FM-066	2.60	\$2,150.20	Hand	Drainage Canal - off McNally/Deerfield Circle -Streets Division
FM-067	4.20	\$697.68	Tractor	
FM-068	5.13	\$4,242.51	Hand	
FM-069	5.93	\$4,904.11	Hand	
FM-071	0.53	\$438.31	Hand	
FM-072	0.15	\$124.05	Hand	
FM-073	1.01	\$935.27	Hand	
FM-074	1.26	\$171.36	Tractor	
FM-075	4.24	\$576.64	Tractor	
FM-076	4.53	\$616.08	Tractor	
sub-total		\$45,722.70		
Site Location	Acreage	Bid Price	Comments	
FM-079	2.29	\$1,893.83	Hand	
FM-080	3.82	\$3,159.14	Hand	
FM-081	3.42	\$465.12	Tractor	Detention Basin -Baseline/Caster Bridge Drive - Street Division
FM-083	2.03	\$1,678.81	Tractor	Mahany Park - Parks Division
FM-085	1.94	\$263.84	Tractor	
FM-086	8.38	\$1,139.68	Tractor	
FM-091	3.74	\$3,092.98	Hand	
FM-092	2.42	\$2,001.34	Hand	
FM-093	4.71	\$640.56	Tractor	
FM-094	0.86	\$711.22	Hand	Edge of Bike Trail/ island
FM-095	0.47	\$388.69	Hand	Hughes Park - Parks Division
FM-096	2.08	\$1,720.16	Hand	

FM-097	1.96	\$1,620.92	Hand	
FM-100	7.60	\$1,033.60	Tractor	
FM-102	5.57	\$4,606.39	Hand	
FM-103	1.38	\$187.68	Tractor	
FM-104	1.96	\$266.65	Tractor	Detention Basin - Rothwell Lane - Street Division
FM-105	2.48	\$337.28	Tractor	Detention Basin - Overton Way/Market Street - Street Division
FM-107	1.51	\$1,248.77	Hand	
FM-108	6.77	\$5,598.79	Hand	Preserve
FM-109	0.75	\$102.00	Tractor	Future Park Site - Parks Division
FM-110	8.79	\$1,195.44	Tractor	Future Park Site - Highland Park Dr. - Parks Division
FM-112	1.75	\$1,447.25	Hand	Preserve
sub-total		\$34,800.14		
Total	210.99	\$98,005.85		
		\$467.90 per ac		

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 a thirty (30) day notice.
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>.
- 10a. 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.
- 10b. 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.
- 10c. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service 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.

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



COUNCIL COMMUNICATION

CC #: 7607
File #: 0721-02

Title: Authorization for Roseville Transit Service Changes
Contact: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.6.

RECOMMENDATION TO COUNCIL

The Transportation Commission recommends the City Council approve the proposed changes to the Roseville Transit Local Services to improve service effectiveness and efficiency, without increasing service hours or operational costs. The recommended changes would:

- Enhance Route M connections at Galleria Transfer Point to Placer County Transit and other Roseville Transit routes
- Expand Routes D and I to cover new areas:
 - Woodcreek Oaks Boulevard between Junction and Baseline Boulevards
 - Baseline Boulevard between Woodcreek Oaks and Junction Boulevards
 - Junction Boulevard between Baseline and Woodcreek Oaks Boulevards
 - Woodcreek Oaks Boulevard between Pleasant Grove and Blue Oaks Boulevards, with turn around in Diamond Creek
- Remove service along McNally Drive between Woodcreek Oaks and Foothills Boulevards

BACKGROUND

As currently designed Route M provides service within the City of Roseville between the Galleria Transfer Point and West Roseville, primarily travelling along Pleasant Grove Boulevard and Fairway Drive. Route M also travels a "U" shaped pattern south of Pleasant Grove Boulevard (south on Woodcreek Oaks Boulevard, east on Junction Boulevard, and north on Country Club Drive).

During 2015 the Transportation Commission received requests for increased reliability of Route M, particularly to facilitate transfers to other transit services at the Galleria Transfer Point. A short term modification was made to increase the reliability of Route M in the latter part of 2015. Staff evaluated various options and conducted public outreach to identify a long-term solution. The Short Range Transit Plan (SRTP) approved in 2011 by the Placer County Transportation Planning Agency (PCTPA) recommended extension of Route M to provide service to West Roseville and elimination of the "U" shaped portion south of Pleasant Grove Boulevard. Route M was extended to West Roseville in 2012, however, the area south of Pleasant Grove Boulevard was retained as part of the route.

Consistent with the SRTP the proposed change to Route M would no longer provide service to the "U" shaped portion of the route which travels south of Pleasant Grove Boulevard, in order to

increase its reliability and usefulness to passengers along the main line of the route (see Attachment 1, Route M).

Removal of Route M providing service south of Pleasant Grove Boulevard provides an opportunity to expand the areas served by Routes D and I, consistent with another recommendation provided in a Short Range Transit Plan (see Attachment 1, Routes D and I).

The modification of Routes D and I would provide:

New Service

- Junction Boulevard between Baseline and Woodcreek Oaks Boulevards
- Baseline Boulevard between Woodcreek Oaks and Junction Boulevards
- Woodcreek Oaks Boulevard between Pleasant Grove and Blue Oaks Boulevards, with turn around in Diamond Creek
- Foothills Boulevard between Pleasant Grove Boulevard and McAnally (overlaps Route R)
- Pleasant Grove Boulevard between Woodcreek Oaks and Foothills Boulevard (overlaps Route M and will provide two to four opportunities to transfer to Route M)

Replace Service

- Along Woodcreek Oaks Boulevard between Junction and Baseline Boulevards

Remove Service

- Along McAnally Drive between Woodcreek Oaks and Foothills Boulevards

Public Outreach for Proposed Local Service Changes

Public outreach was conducted consistent with the previously approved Title VI Plan for Roseville Transit and Federal Transit Administration (FTA) public notification requirements. Outreach efforts have included:

- Brochures written in Spanish and English indicating the proposed Local Service changes and soliciting public input were placed on Roseville Transit buses and at community facilities;
- The same information was also posted on the City of Roseville website and social media;
- A public workshop was held in Council Chambers on January 19, 2016;
- The public hearing notice was published in English and Spanish;
- The brochure was mailed directly to each apartment unit within the Heritage Oaks Apartments located adjacent to the Junction Transfer Point;

Comments received in response to public outreach efforts regarding Local Service via email, phone calls, driver input, Transit Ambassador input, the City Facebook page, and Next Door page are provided in Attachment 2.

Key comments made include:

- Support for the expansion of Routes D and I to Baseline and Junction Boulevards;
- Feel the changes will improve the on time performance of Route M;
- It will be important to provide effective transfers at Pleasant Grove Boulevard between Routes D/I to Route M, possible need it to be a Timed Stop (2-4 opportunities will be provided along Pleasant Grove Boulevard to transfer between routes D, I and M);
- Routes D/I stop running on week-days before Route M – how will people return home after 6:30pm;
- Passengers who previously boarded Route M on the "U" shaped portion will need to pay additional fare to reach the Galleria Transfer Point (\$0.50 to a \$1.00 extra for roundtrip);
- Passengers who currently board at stops on Country Club will lose service.

On February 16, 2016 the Transportation Commission held a public hearing, at which time public comments were received. Members of the public made comments consistent with the issues listed above. One speaker raised an additional concern regarding the need to ensure Routes D and I continue to provide the ability to transfer to Route L at the Civic Center Transfer Point (Route L travels from Civic Center along Douglas Boulevard to Sierra College Boulevard).

To address the concern that Routes D and I currently end by 6:30 p.m., while Route M runs until

about 9:30 p.m. the Transportation Commission voted unanimously to support implementation of the proposed changes, with inclusion that Route M will offer deviated service to the Junction Transfer Point after 6:30 p.m. Monday through Friday, and with advance request. This option will provide the service on an as needed basis, and avoid the additional cost of providing regularly scheduled service with relatively low ridership. .

As staff has continued to work on establishing stops and schedules it became clear that if Routes D and I are structured to coordinate with both Routes M and L which both have one-hour service levels, then Routes D and I will both need to provide one-hour service levels. As a result there is an opportunity to add more stops and service area to Routes D and I by traveling north along Woodcreek Oaks to the intersection of Blue Oaks Boulevard, going into Diamond Creek and using the round-about to turn around and return back along Woodcreek Oaks Boulevard. The additional stops were discussed during the Transportation Commission March 15, 2016 meeting.

It is acknowledged that these proposed changes will modify services to certain areas (i.e., McAnally between Woodcreek Oaks and Foothills Boulevard, and Country Club between Pleasant Grove and Junction Boulevards). However, the trade-off is increased service to other areas along key arterials that will potentially benefit a greater number of passengers, while still providing service in the vicinity of the road segments being removed from service. For some passengers transfers between Routes D/I and M may require them to move towards purchasing Daily Passes, which could potentially increase their daily expenses for fares (an additional \$0.50 to \$1.00 roundtrip).

FISCAL IMPACT

The proposed Local Service changes to Routes M, D and I will not result in an increase in vehicle revenue hours. The stop modifications are proposed to be incorporated approximately within the existing beginning and ending route times. The optional deviation of Route M for the final two to three (2-3) runs will possibly cause Route M to end later than the scheduled end time, however, until the deviated service is offered it is difficult to predict the level of additional costs. At this time it is projected if Route M ends ten to fifteen (10-15) minutes late the additional cost will be minimal (less than \$5,000).

ECONOMIC DEVELOPMENT / JOBS CREATED

The proposed Roseville Transit service changes will not increase service hours, and therefore, will not create additional jobs.

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 proposed modification of existing transit services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-130

Attachment 1 - Proposed Changes to Routes D, I and M

Attachment 2 - Public Comments Log

RESOLUTION NO. 16-130

AUTHORIZING ROSEVILLE TRANSIT LOCAL SERVICE CHANGES

WHEREAS, on February 16, 2016, the Transportation Commission held a public hearing, at which time public comments were received regarding changes to Roseville Transit Local Services; and

WHEREAS, staff has worked on establishing stops and schedules based on those public comments regarding changes to the Roseville Transit Local Services; and

WHEREAS, the additional stops were discussed during the Transportation Commission March 15, 2016 meeting; and

WHEREAS, the recommended changes would:

- Enhance Route M connections at Galleria Transfer Point to Placer County Transit and other Roseville Transit routes
- Expand Routes D and I to cover new areas:
 - Woodcreek Oaks Boulevard between Junction and Baseline Boulevards
 - Baseline Boulevard between Woodcreek Oaks and Junction Boulevards
 - Junction Boulevard between Baseline and Woodcreek Oaks Boulevards
 - Woodcreek Oaks Boulevard between Pleasant Grove and Blue Oaks Boulevards, with turn around in Diamond Creek
- Remove service along McAnally Drive between Woodcreek Oaks and Foothills Boulevards

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes the proposed changes to the Roseville Transit Local Service.

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:

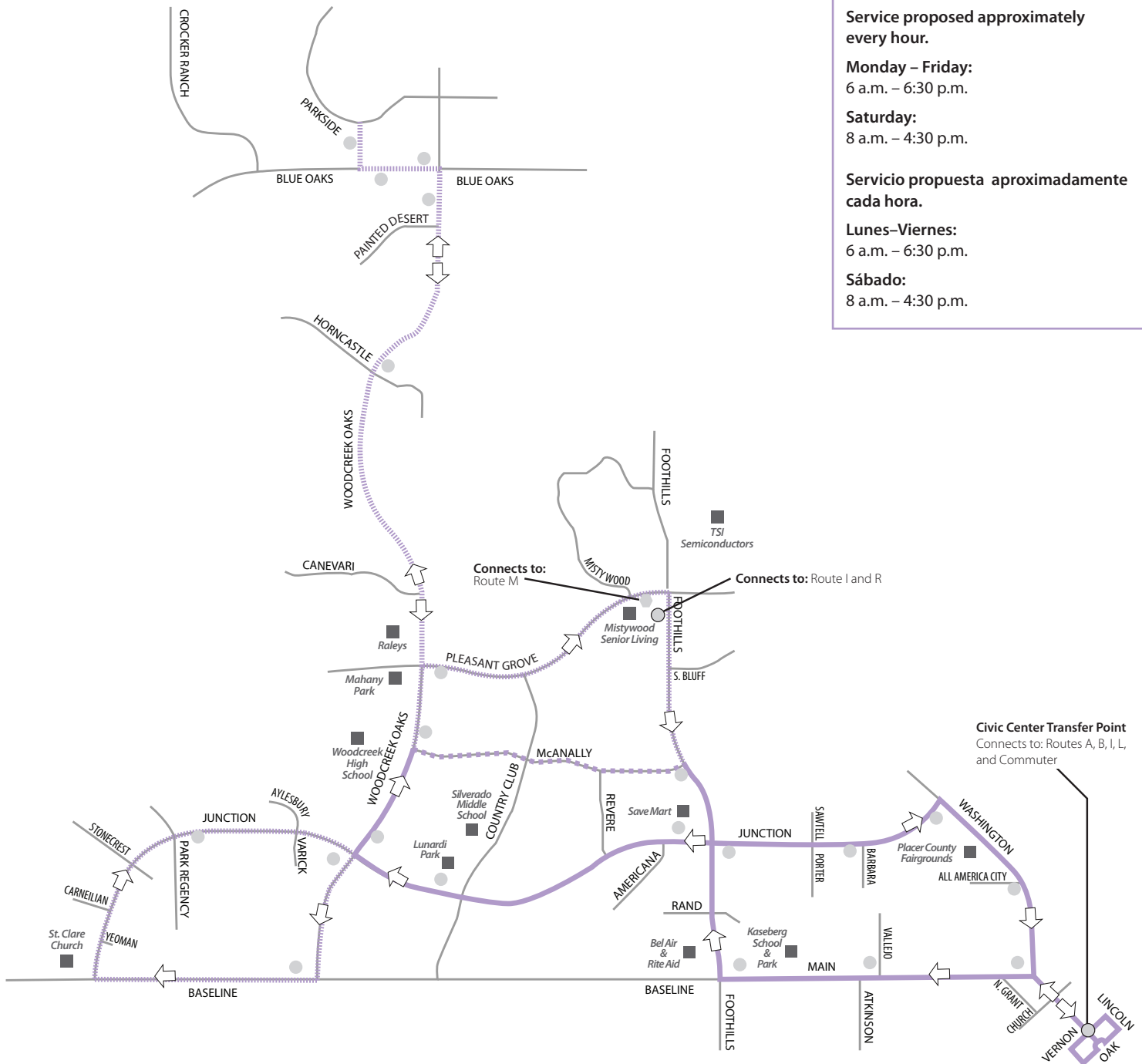
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Proposed Route D / Propuesta Ruta D



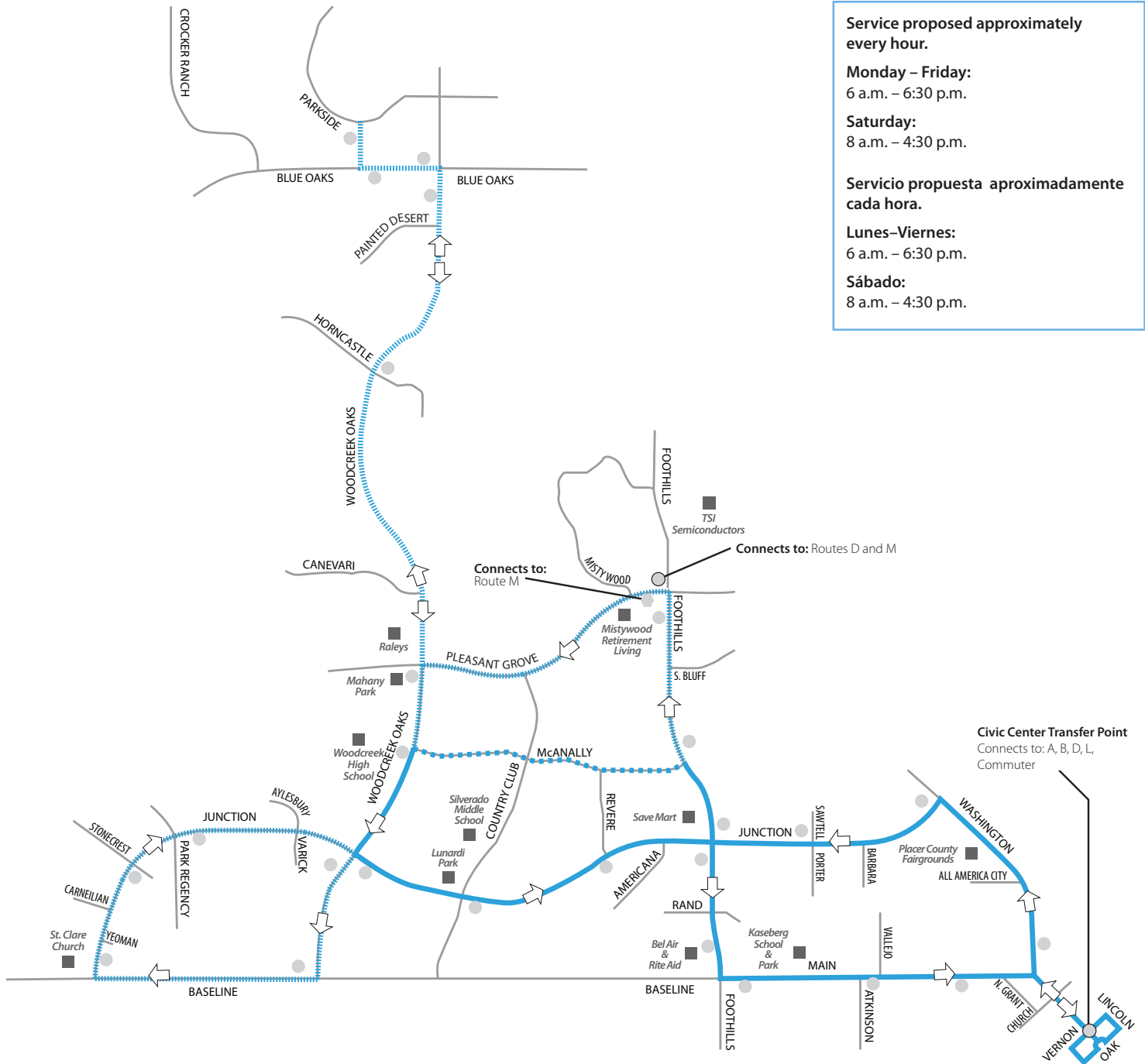
Legend

- Bus stop / Parada de autobús
- Bus stop connecting to other routes / Parada de Autobús que Conecta a Otra Rutas
- Park & Ride Lot / Park & Ride Solar
- 🚲 Bike lockers / Taquilla bicicleta
- Popular destinations / Destino más populares
- 🚗 Placer County Transit connection / Conecta a Tránsito de Placer County
- Nearby connecting routes



- Proposed for addition / Propuesta para la adición
- Proposed for removal / Propuesto para el retiro
- Existing Route / Ruta actual

Proposed Route I / Propuesta Ruta I



Proposed Route M / Propuesta Ruta M

Service proposed hourly.

Monday–Friday:

6:07 a.m. – 9:57 p.m.

Saturday:

8:07 a.m. – 5:07 p.m.

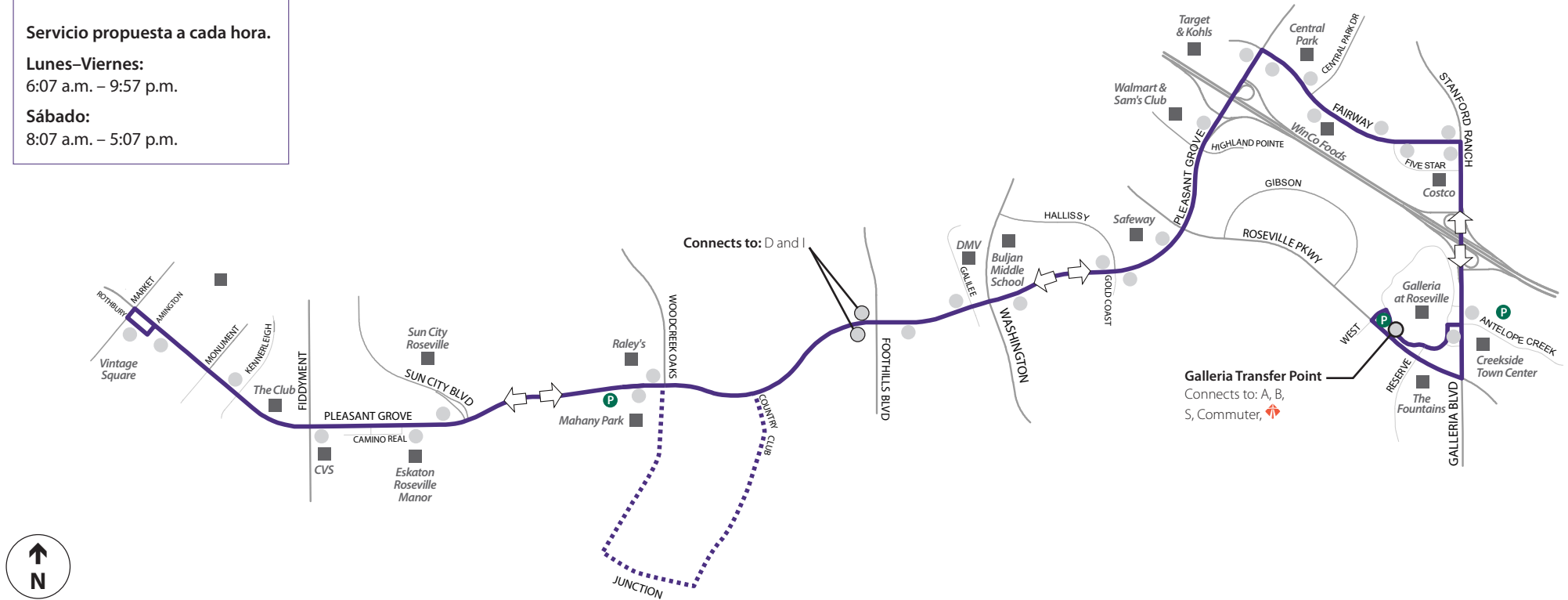
Servicio propuesta a cada hora.

Lunes–Viernes:

6:07 a.m. – 9:57 p.m.

Sábado:

8:07 a.m. – 5:07 p.m.



Legend

- Bus Stop / Parada de Autobús
- Bus Stop Connecting to Other Routes / Parada de Autobús que Conecta a Otra Ruta
- P Park & Ride Lot / Park & Ride Solar
- 🚲 Bike Lockers / Taquilla Bicicleta
- Popular destinations / Destino más populares
- 🔗 Placer County Transit connection / Conecta a Tránsito de Placer County

- Proposed for removal / Propuesto para el retiro
- Existing Route / Ruta actual

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
12/24/2015	phone call	Mike Barnbaum	Mike emailed Mike W and Eileen but wanted to review his comments
			He would like D and I to run up to 9:57 pm Mon-Fri
			Would like D and I to run opposite each other on the Junction/Baseline section
			Wants to confirm that D and I will stop at all 4 corners of Foothill and Junction esp to serve Dunkin Donuts
			Would like to see D and I stop at the Amtrak parking lot; mention of possible parking structure near Amtrak and possible use of LCTOP Grant to cover cost
			Additional comment re: Rte R - would like to see more hours of service on this route
			Expressed concern re: new Sacramento Arena - would like commuter to run later for Roseville residents to attend games and concerts
1/6/2016	meeting	Pat - Transit Ambassador	For the D/I changes:
			mentioned that Riders living in the McAnally and Country Club areas will no longer be served
			The proposed D and I do not pick up what M has dropped (McAnally & Country Club)
			would like to see D and I run later into the evening
			Sierra College Students would have to catch D/I to then catch M to get to Galleria to get Placer Country Bus to Sierra College
			some comments about the increase in the cost of fare for using D/I and then getting M
			D/I needs more than 40 minutes to make the runs
			For M Changes:
			would like stop on NE corner of Foothill and Pleasant Grove (across from CVS) to help prevent pedestrian accidents
1/6/2016	Email	driver input	Angela mentioned she picks up 7-10 people in the morning along Country Club
			Jim mentioned that many M passengers right to Junction Transfer Pt
			if D/I keeps same time schedule, passengers would not be able to get back to Junction
			Fairway is the biggest culprit for time lost. Perhaps only serve one side or go every other hour or add this part to another route.
1/7/2016	NextDoor	Amanda B.	Thank you, City Hall, for raising this Topic. I highly suggest that the M-line route gets expanded, much further than the Galleria, and even making it more convenient for passengers to commute to/from Granite Bay. Also, longer routes with less transfers on the main streets.
1/7/2016	NextDoor	Bruce B.	How about a route that covers Blue Oaks, Crocker Ranch and NW Fiddymont Farm?!!!
1/7/2016	NextDoor	Justin N.	How about showing up on time for a change. Never had this many problems with a big bus service. Can't tell you how many times I've been sitting on Riverside waiting for the bus to come only to find out that it's 20 minutes late and I'm 20 minutes late to work. Oh and by the way I'm always there 10 minutes early
1/8/2016	Facebook	Nicole Stamps	I think all routes need to be every 15 minutes, no more. I know the reasoning is because there's no ridership. You don't have ridership because waiting a half hour or more for a bus is NOT acceptable. It should NOT take an hour and a half to two hours to get across town. Have regular intervals of time and you will get the ridership you want. Have regular stops, have a couple buses per route. Look Sacramento or even San Francisco and their bus routes. Trust me, I'd be more than willing to take the bus if it didn't take so dang long to get from one place to another.

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
1/9/2016	NextDoor	Michelle L.	Would like to see a bus route that would be near cook riolo/vineyard/PFE.heading to/from west park-FF. There is a K-8 school Creekview Ranch without sidewalks.... Also. West Park/Fiddymont Farms ... View more attends Oakmont HS. The school bus picks up at 6:50. We need more transportation available to these kids due to attendance issue possibilities and also to help with transportation after school for those who are involved in school activities/sports
1/12/2016	NextDoor	Rick W.	I like the way the proposed new routes tie in to the transfer point in downtown Roseville. I would like to see all the routes tie together there.
1/12/2016	Email	Tapani Lindgren	I have just a couple of minor comments / suggestions. I live near the terminus of route M and could potentially use it to run errands if we choose to save money and keep only one car.
			1. I do like the proposed straighter alignment for route M. It's shorter and can help keeping on time. It serves most of the destinations along Pleasant Grove, Fairway and Galleria which I frequently visit.
			2. After stopping at Vintage Square, the bus could possibly save a few seconds and a pinch of fuel by taking the newly completed Amington Dr as a shortcut to Pleasant Grove, instead of following Rothbury Dr all the way to the end.
			3. The route map has a small error near the terminus. Elmsett Place was never constructed. Its intersections were torn down and a walkway was built in its place. Please remove "Elmsett" from the map.
			4. It is not clear to me what benefit there is for a "connection" between the routes D and I at a specific bus stop. You can only bet back to where you came from. You could also get there by staying on the bus through the turnaround at the end. Perhaps I'm missing some detail. Now, connecting between route M and either D or I is beneficial of course, if the time tables are such that the wait is not too long.
1/14/2016	phone call	Jose Gonzales 724-9392	High School student. He currently catches the D/I at Woodcreek Oaks and takes it to be to the Civic Center. From there, he and his brother walk to Roseville High School. He feels that the time would change to be too early. He also was concerned that the M would no longer drop down to that area and he couldn't get to the mall easily.
1/14/2016	NextDoor	Joyce E.	No service now between Pleasant Grove and Blue Oaks via Woodcreek Oaks - there are spaces for turnouts and it would provide service for middle school and high school as well as apartment and condos, plus future projected growth

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
1/19/2016	email	Jack Exton (extonjack@gmail.com)	It would help a great deal, if the M line would go to Vernon Street.
1/19/2016	email	Stephanie Upton	Hello, my name is Stephanie and I take the local route M almost every single day. I get on at the Junction transfer point and get off at the Galleria. The M route is the easiest way for me to get to work and the only one that runs early enough in the morning for me to get to work on time. If you change the route I would have to start taking the D or I route to the proposed connection point, but those routes stop running earlier than the M so I would now have to walk from Foothills and Pleasant Grove to my apartment on Junction and Woodcreek Oaks because of how late I work sometimes. The apartments that the Junction Transfer Point is in front of are limited income apartments. A lot of the people depend on this stop to get to and from work and to do their daily activities and run errands. So please take this into consideration before you change the route. I understand changing it to be more efficient, but please don't take this stop away.
1/20/2016	card	Mike Barnbaum	Route align the D&I to Amtrak. Consider using LCTOP funds for all day service on Rte. R. Consider future Routes: Sierra College/Galleria/CCTP/LOTP/ARC/Watt&I80.
1/20/2016	card	Daniel Zellitti	D: from heritage park apts to foothill & junction point, I: from heritage park apts at junction going to civic ctr & connect to route b, M:take route m to Galleria and change to route a to 600 sunrise blvd
1/20/2016	card	anonymous	I feel like the m bus transfer point is going to be inconvenient change because of the longer walk back to JTP, I'm a single mother and don't feel safe doing that walk at night.
1/20/2016	card	anonymous	D, I to woodcreek&junction transfer point, M bus from JTP to Galleria, D, I to americana dr.
1/20/2016	card	anonymous	M route runs later than the D & I if you extend the hours on D&I connection can be made to get home from Galleria (work).
1/20/2016	card	anonymous	I'm in favor of the proposed changes to D&I these will cover more shopping and apartment complexes. Suggest extending the hours of the F line by 1 hour preferably 2. I use it a lot but have to rush to get on
1/20/2016	card	Shane Arroyo	From civic ctr to St. Johns, wants to be able to transfer as quickly and efficiently as possible without having to get up too early. Also travels to Golden One on Pleasant Grove
1/20/2016	card	anonymous	I'm all for the changes but I'd like to suggest running 2 M buses every half hour
1/20/2016	card	Scott Ehlman	M, D, I time match up
1/20/2016	card	anonymous	Need M Route 930am @ Galleria to St. Johns @ 10am (not 9am).
1/20/2016	card	anonymous	I board M bus @ Rothbury/Elmshurst usually ride to Raley's @ pleasant grove/woodcreek oaks I get off M bus @ woodcreek stop. If woodcreek stop is eliminated how will I get to Raley's. If buses D/I stop at 6:30p M-F and 4:30p Saturdays how do I make connections to attend downtown theater for various Rsvl activities. Please restore 9:30a to 10:30a and 3:30p to 4:30p stops on M Rte.
1/20/2016	card	anonymous	M times don't meet with D/I times. Catch M on a stop that is uncovered and wet always (Rothbury) that goes long. No changes to D/I would like to participate in Rsvl nitelife, like plays.
1/20/2016	card	Nicholas DePina	Current bus route is most beneficial to me and the other kids who ride with me. We take the JTP to the CCTP at 6:36 a every morning. I question when that bus will arrive if these changes will pass. Will it pick up at 6:46a or continue to Civic Ctr at 6:36.
1/20/2016	card	Jennifer Higgins	comment about M route on the inbound routes, it would be better for the bus to stay on time if it turned R on Rsvl Pkwy and went to the mall that way rather than serving the stores on Fairway. Then the M can service stores on Fairway in the outbound route. It would also be nice to have more frequent bus service during commute times 6a-9a and 3:30p-6p such as 2 buses per hour. Sunday service on M bus would be awesome.

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
1/20/2016	card	Chantel	I like taking the M bus to the mall and the A bus to N Sunrise, my starting point is woodcreek oaks and junction
	workshop comments	Chantel	I take M bus from Woodcreeks Oaks/Junction to Galleria and then catch A/B bus to get near my work at Johns Incredible pizza. Now I will have to take 3 buses to get to work. Tried the D/I to the A/B and it takes too long
1/21/2016	In Person	annonymous	Request a bus stop for the D,I at Kaseberg School on Main St.
1/11/2016	email	Toni Starbird	Terrific improvements for D & I routes; please start soon. There are 5,000 parishioners that attend St Clare
1/7/2016	email	Jennifer Winscott	I am very much in favor of these new routes. I have a daughter that will be starting at Sierra College next year and will need to use public transit. We are in the Baseline/Junction area of Roseville and this will bring the busses closer to our house. It will also give people in the area quicker access to shopping and other areas across town.
1/7/2016	email	Karen Killmer	A more comprehensive time line for the routes would be greatly appreciated. Eliminating the Junction/Country Club loop on the M line requires a extra transfer for those in the area. Will the transfer spot on Foothills/Pleasant Grove be a dedicated spot (buses wait for transfers) or will we be seeing the bus fly by as we approach (and then get to wait another hour before it gets back)?
1/6/2016	NextDoor	David J	I believe we need a bus that comes up Fiddymont and also across Blue Oaks.
12/28/2015	letter		do not eliminate Junction Pt from Rt M. Creates frustration of time and money for your riders. Why charge more for what they have now?
			Having so many stops on Fairway is a nuisance. Fairway is the problem. Pickup/dropoff on only one side of Fairway. Use Roseville Pkway instead of Fairway
			consider Sunday routes or change the 30 day pass. I lose 4 days every month because I cannot use my pass (48 days a year)
1/19/2016	workshop comments	Pat-as a passenger	Will changes to D/I affect convenience of connections to the L route, while still maintaining convenience of connection to A/B at Galleria. She indicated that for some, the L connection is very important and she was worried that timing of transfers would be affected.
			Need convenient timing of connection from D/I to M
			Extend hours of D/I to match M... or in later hours (after D/I are shut down and traffic is less) loop the M down to Country Club (this last idea was not Pat's, but someone who was listening in to our conversation)
			Doesn't believe that conditions will allow the D/I to circulate on the 40 minute schedule... did we account for wheelchair loading and other little things that can slow a route down?
			Some existing M riders off Junction/Country Club will now be in a two fare zone because they'll need to take D/I to M (concerned since some of them use single ride tickets)
1/19/2016	workshop comments		One attendee liked the changes to Route M, particularly the additional service in the morning hours. This attendee also transfers from I to M often, and wanted us to consider convenient connections between the two.
			One attendee thought we should evaluate the potential for a stop on route M on E/B Pleasant Grove east of Country Club, due to a concern about loss of stops 24/25 on Country Club (Commissioner Jawahar)

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
			One women lived in the Woodcreek/Junction apartment complex and used the M Route at night. Now with M Route only travelling along PG Blvd, she was worried about having to walk at night with her son to her apartment complex from Mahany.
			Older group of ladies wanted to be sure that the M Route will make all runs out to the senior apartment complex by St. John's Church.
			Several comments about D/I and L running until the A, B and M in the evening. One guy, Tom, mentioned he would like to see the D/I run just an hour later to make the last connection back after 5 p.m. (i.e. one more run).
			One person, Tom, like the fact that the D /I would travel to Pleasant Grove Bld Woodcreek to Foothills).
			A few were concerned about timed connections with A, B and L at the Civic Center Transfer Point.
			One older lady who lived in the senior apartment complex by St. Johns was concerned how she would travel to Raleys at Woodcreek/PG Blvd without having to walk too far. Once I showed her a stop would likely be placed at the southeast cor of Woodcreek/PG Blvd, she was fine and thought that would work.
			Transfer from D/I to M will increase costs.
			Gentleman who is a regular bike rider/transit user (black hair, glasses, Raul & Lisa probably know his name, really nice guy) – he lives in Heritage Oaks. Goes to New Hope Church at corner of Pleasant Grove and Foothills. The proposed changes to Routes D/I would work for him to reach the 6:30pm Biblestudy. He currently catches the 9:20pm route M to get home; D/I don't run that late so that poses a problem. Also, he needs Saturday service close to 8am to reach social event held each week at the New Hope Church.
			Jennifer Higgins – works at Adventist Health off Douglas Blvd, across from Kaiser campus. M doesn't come by early enough for her to catch the 6:30 departure from Galleria TP of the B bus. She lives in the apartments on Pleasant Grove across the street from Mahany. The 1 st pick up on Route M is the JTP; if the route came up Fiddymment and Right on Pleasant Grove, it could start earlier further west on Pleasant Grove and that would work for her. Clubhouse is closed until 10am – we understood that was the designated DAR pickup location, but if it is closed until 10am that is problematic. Also, Jennifer is legally blind. When she takes DAR it would help when she can't be waiting at the clubhouse for the driver to call her and she would know to come out of her apartment (I spoke to Cyndi, they started to talk together so perhaps we can confirm Cyndi worked out a solution). They would qualify as a Reasonable Modification – we should document it.
			Guy that Mike Dour and then Helen spoke to, lives off Lincoln in downtown Roseville, goes Friday and Sat to St. Johns in West Roseville – he would use D/I to transfer to the M, so he would need them to arrive before M reaches the transfer stop. He hopes for time efficiency – time it so he doesn't to wait around a long time to make transfers.
			would like D and I to run later to match M
			concerned about transfers and additional cost
			M will be too long. Doesn't feel there is much reason to go down Fairway
			Picks up at Penhurst; would possibly miss connection to M
			Thinks Rte M should run 2x every hour (or use 2 buses so it runs every 30 minutes) Maybe split up the M run into 2 different routes

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
			Commissioner Jawahar would like to see a stop that spans the run between Woodcreek and Foothills at top of Country Club
1/25/2016	email	Artem Lyubimtsev	I am a senior at Horizon Charter School (Near The Fountains). I depend of the bus to go to and from school and work (Walmart off of Pleasant Grove). I do not like that you are changing this route, and I believe that others share my point of view on this. I would really appreciate it if the route doesn't change.
1/25/2016	email	Bruce Hagler	I would support having a route coming down Junction from Baseline and connect at the current Woodcreek & Junction stop. I don't feel changing it to a 40 minute cycle is needed since this is a short distance change and the bus always has arrived at the transfer point earlier then scheduled.
2/8/2016	email	James Roy <jetta995@yahoo.com>	Route M Proposed Changes:
			1. By far the biggest compliant from passengers is the elimination of the Route M Junction Transfer point/Country Club Drive loop from the route. Passengers are not happy about having to ride the D/I bus from the Junction Transfer point to Pleasant Grove at Foothills to transfer to route M headed to the Galleria Mall.
			2. Currently the D and I route ends service at 6:30 PM, so the passengers on the return trip from the Galleria (after 6:30 PM) living at the Heritage Apartments at the Junction Transfer point bus would have to get off the M bus at Pleasant Grove and Wood Creek Oaks and walk a considerable distance (about 3/4 mile) to the Junction Transfer point. A couple of female passengers expressed to me personal safety concerns walking 3/4 of a mile in the dark back to the Junction Transfer point! Obviously elderly and disabled passengers living near the Junction Transfer point would be impacted greatly by this change!
			3. Passengers living near the Junction Transfer point area were wondering if the D and I route service hours could be extended from 6:30 PM until 9:30 PM to coincide with the last departure of the M bus from the Galleria Mall at 9:25 PM???
			Route D and I Proposed Changes:
			1. Passengers were for the most part positive about the proposed changes to the D and I route. Passengers who work and shop in the Pleasant Grove Blvd/Foothills Blvd and the Pleasant Grove/Wood Creek Oaks areas would benefit from this change as the bus would drop them off much closer to their employment or shopping area. Passengers expressed to me they thought that the impact of the elimination of the McAnally Drive loop would be minimal as current passengers could catch the I bus across Foothills Blvd at McAnally Drive or Route D on southbound Foothills Blvd at McAnally Drive by the Jack in the Box.
			2. I did not receive any passenger comments regarding the addition of the west Junction/ Baseline Road area's to the D and I routes.

Comments on Proposed Route Changes for M, D and I

Date	Method of contact	Name	Comment
2/15/2016 email		Kimberly Cherry	As someone who has been riding the bus for 10 years. I pretty much know what does and doesn't work when it comes to the bus route. The current bus route for the M bus works very well in my opinion. That is why I am telling the council to keep the junction transfer. You have a great deal of people, including myself who use that transfer point everyday to get to work and school. I feel it would be unfair to your loyal customers, who spend their hard earned money on the bus. That transfer point is not only right next to the high school, it also is next to a set of apartments. Which I see more than half of the people who live there use that transfer point. It also connects to the D and I bus as well. The transfer point has been fine all this time so why change it now? If you do it means you are not thinking of the people it will have an effect on, and in the end that would just be bad customer service on your part.
2/15/2016 phone			Older sister called to say her little brother and sister use Route M to travel from near Eskaton on Pleasant Grove Boulevard to Woodcreek High School and to Silverado Middle School (Junction Boulevard and Country Club). Their mother leaves for work at 6am, so is not able to drive the students to school. They want Route M to remain as it is currently.
3/18/2016 phone		Beverly Summers	uses Rte M Bus. Picks up bus at Country Club and Junction. Upset that she will now need to take 2 buses to get to the Galleria Mall and other destinations on the current M route. Feels its too far to walk to Pleasant Grove. She resides on Hurlston Way.



COUNCIL COMMUNICATION

CC #: 7604
File #: 0800-04

Title: State of California Department of Transportation - Revised Master Agreement
Contact: Stefanie Kemen 916-746-1300 skemen@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the revised Administering Agency-State Agreement (Master Agreement) No. 03-5182F15 between the City of Roseville and the California Department of Transportation (Caltrans), and authorize the City Manager to execute all subsequent Program Supplements claiming Federal funds for various transportation projects.

BACKGROUND

Federal Highway Administration (FHWA) funds are administered by Caltrans through a Master Agreement between the City of Roseville and Caltrans. The existing Master Agreement was recently revised by Caltrans to reflect recent changes created by the publishing of new federal regulations.

The new agreement:

- Updates references to more recently published federal regulations. Federal regulation 2 CFR 200 (also referred to as the "Supercircular") was published over a year ago by the Office of Management and Budget (OMB) to consolidate some directives and do away with a few other regulations. The new Master Agreement references the new applicable federal regulations associated with 2 CFR 200, and deletes references to federal regulations that no longer exist.
- Removes duplicative and/or redundant language that does not appear to otherwise impact the utility of the agreement. For example, the existing agreement included paragraph 21 of Article IV – Fiscal Provisions, "Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE," which has been removed but is contained within paragraph 22 which states "Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT..." The new Master Agreement's removal of paragraph 21 does not change the requirements outlined already (within the existing

and new Master Agreements) within paragraph 22.

- Increases the amount of the Single Audit Act. The Single Audit Act requires that the City have an audit if it expends \$750,000 or more in federal funds in a single fiscal year. Federal regulations previously required these audits for expenditures greater than \$500,000.
- Requires written approval by the State for an award of a non-architectural and engineering (A&E) contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts, per Government Code sections 4525 (d), (e), and (f)) on the basis of a noncompetitive negotiation (such as by sole-sourcing) for work to be performed under this agreement. The requirement for the award of non-A&E contracts over \$5,000 has been added to the new Master Agreement, whereas the requirements for construction and other contracts, was already a part of the existing agreement. The inclusion of the new language would, for example limit the ability for the City to sole-source a right-of-way acquisition contract for amounts over \$5,000, rather than the \$25,000 that previously would have been allowed without approval by the State. Right of way acquisition contracts in excess of \$5,000 would now need to be a competitive negotiation (such as an RFP) instead.
- Requires indirect cost allocation plans/rate proposals be presented to the State before seeking reimbursement for indirect costs. An example of project indirect costs for which an Administering Agency may seek reimbursement would be Staff time managing the project. In cases such as these, separate cost allocation plans and rate proposals for the indirect costs specifically will need to be created by the Administering Agency and provided to Caltrans prior to obtaining the reimbursement. Historically, the City has not typically sought reimbursement for indirect costs associated with a project, but if we were to do so in the future, there would be a need for documentation of indirect costs separate from the project's direct costs.

This agreement is required for the City to claim federal funding for transportation projects. City Staff take no exceptions to any of the changes included in the new master agreement, and recommend its approval.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund by approving the Master Agreement. However, executing the agreement will allow the City to continue to claim millions of dollars in federal funds for transportation related projects. The exact amount varies from year to year based upon staff's success in securing Federal grants.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 (CEQA Guidelines §15061(b)(3)). Approval of the Master Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Stefanie Kemen, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-128

Revised Master Agreement #03-5182R

RESOLUTION NO. 16-128

APPROVING A MASTER AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, the Federal Highway Administration (FHWA) funds are administered by the California Department of Transportation (Caltrans) through a master agreement, Administering Agency-Statement Agreement No. 03-5182F15, between the City of Roseville and Caltrans; and

WHEREAS, the existing Master Agreement has been revised by Caltrans to include:

- new applicable federal regulations associated with 2 CFR 200;
- removal of duplicative and/or redundant language;
- increase of the Single Audit Act amount to \$750,000;
- requirement of written approval by the State for the award of non-A&E contract amount changed to over \$5,000; and
- presentation of indirect cost allocation/rate proposals to State before seeking reimbursement.

WHEREAS, Caltrans has requested the execution of a new Master Agreement,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Master Agreement No. 03-5182F15 is hereby approved and that the City Manager is authorized to execute it and all subsequent Program Supplements claiming Federal funds for various transportation projects 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

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

03 City of Roseville

District Administering Agency

Agreement No. 03-5182F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Roseville, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of Roseville

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Roseville
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



COUNCIL COMMUNICATION

CC #: 7605
File #: 0800-02

Title: RiverArc Planning Project - Memorandum of Agreement
Contact: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute a Memorandum of Agreement for the Planning of the RiverArc Project.

BACKGROUND

During the last two years there has been renewed interest in the Sacramento River Regional Water Reliability Project (Now known as the RiverArc Project). In 2015, ten project partners participated in the funding and preparation of a Phase 1 Planning Study. West Yost Associates was the consultant chosen to perform the work. The scope of this study included reviewing and summarizing previous work, interviewing potential partners, assessing current conditions, issues and scoping impacts, identifying potential feasible alternatives and developing a preliminary project road map. The purpose of the study was to conceptually evaluate ways to enhance water supply diversity and reliability on a regional scale. The study was designed to benefit regional water suppliers, increase the sustainability of regional groundwater supplies and provide additional environmental protection of the American River Watershed. This Phase 1 Study was completed in September of 2015.

The Phase 1 Planning Study developed three alternatives that will divert water through existing intakes from the Sacramento River to offset water currently diverted from the American River, deliver that water through new raw water pipelines to a new regional water treatment plant and distribute the treated surface water through new and existing pipelines to the project partners. As envisioned, the project will also recharge the groundwater storage basin via "direct" or "in lieu" recharge in wet years for use in years when surface water supplies are insufficient to meet the needs of the Sacramento region and potentially other areas in northern California.

After completion of the Phase 1 Planning Study it became apparent that there were six agencies in the Sacramento Region that had a more immediate need for developing a new source of water from the Sacramento River for both reliability and growth. The agencies with this higher priority need are California American Water, City of Sacramento, City of Roseville, Placer County Water Agency, Rio Linda/Elverta Community Water District and Sacramento County Water Agency.

These six agencies are interested in moving forward with the planning phase of the project and have worked on a Memorandum of Agreement (MOA) to conduct further planning of the project. For purposes of the MOA, planning has been defined as technical studies and investigations, preliminary facility planning, preparation of preliminary cost estimates and allocations, preparation and submission of grant applications and grant administration, conducting water supply modeling, preparing environmental analyses and evaluations and preparing a programmatic environmental impact report and related permitting applications. The MOA that has been developed, included as an attachment to this staff report, is a multi-year agreement that will have an annual work scope and related budget.

The MOA has previously been reviewed by the legal counsel for each partner.

Budget

The total budget for the first year of this MOA is \$300,000. It includes water entitlement analysis and hydrologic modeling, a fatal flaw analysis for developing a programmatic environmental impact report, project administration and funds for hiring specialty consultants that may be required to conduct the work. The first year budget will be shared equally with each of the six partners contributing \$50,000 each.

FISCAL IMPACT

Funding for this effort is provided through the existing Regional Water Supply Reliability (Project Number 153003) project (project number 153003) with funding from the Water Construction Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The agreement will not have an impact on economic development or job creation.

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)). Approval of the RiverArc Project MOA does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-129

Memorandum of Agreement for Planning of the RiverArc Project

RESOLUTION NO. 16-129

APPROVING A MEMORANDUM OF AGREEMENT FOR PLANNING OF THE RIVERARC PROJECT BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO, THE SACRAMENTO COUNTY WATER AGENCY, CALIFORNIA AMERICAN WATER, THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT, AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Agreement for Planning of the RiverArc Project, between the City of Roseville, the City of Sacramento, the Sacramento County Water Agency, California American Water, the Rio Linda/Elverta Community Water District, and Placer County Water Agency, has been reviewed by the City Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT FOR PLANNING OF THE RiverArc PROJECT

This Memorandum of Agreement for Planning of the RiverArc Project ("Agreement") is entered into by and between the City of Roseville, a municipal corporation ("Roseville"), the City of Sacramento, a municipal corporation ("Sacramento"), the Sacramento County Water Agency, a public agency ("SCWA"), California American Water, a California corporation ("CA-AW"), the Rio Linda/Elverta Community Water District ("RLECWA") and Placer County Water Agency, a public agency ("PCWA"), and will take effect as of the date on which Roseville, Sacramento, SCWA, CA-AW, RLECWA and PCWA have approved this Agreement. Roseville, Sacramento, SCWA, CA-AW, RLECWA and PCWA may be referred to herein collectively as the "Parties" or each individually as a "Party." Additional defined terms are set forth in Section 2 of this Agreement.

RECITALS

A. The Parties and other stakeholders throughout the greater Sacramento area have prepared a Phase 1 planning study for the RiverArc Project (also known as the Sacramento River Regional Water Reliability Project) which was completed in September of 2015. The purpose of the Phase 1 planning study was to conceptually evaluate ways to enhance water supply diversity and reliability on a regional scale to benefit regional water suppliers, increase the sustainability of regional groundwater supplies, and provide additional environmental protection of the American River Watershed.

B. The primary purposes of the RiverArc Project ("Project") are: (1) to divert water through existing, or potentially new, intake(s) from the Sacramento River to offset water currently diverted from the American River, deliver that water through new raw water pipelines to a new regional water treatment plant, and distribute the treated surface water through new and existing pipelines to the Parties; and (2) to recharge the groundwater storage basin via "direct" or "in lieu" recharge in wet years, so that groundwater can be used in years when surface water supplies are insufficient to meet the needs of the Sacramento region and potentially other areas in northern California.

C. Through this Agreement, the Parties now intend: (1) to coordinate their efforts in Planning (as defined below) the RiverArc Project; (2) to memorialize the Parties' express understanding relating to such Planning efforts; and (3) to allocate costs to be expended in administering the Project's Planning.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties hereby agree as follows:

///

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.

2. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below:

a. "Administering Agency" means a Party other than CA-AW, appointed by the other Parties from time to time in the manner set forth in this Agreement, that is authorized to administer the Project's Planning as set forth herein.

b. "Administrative Expenses" means those authorized expenses incurred by the Administering Agency under the terms of this Agreement, which expenses include, but are not limited to, expenses incurred in hiring outside consultants and in utilizing staff time and resources of the Administering Agency.

c. "Budget" means the budget contemplated by this Agreement which Budget shall be approved by the governing body of each Party prior to funding. The Budget shall include the allocation of Funds and the apportionment of Administrative Expenses to be shared among the Parties, not necessarily in equal shares.

d. "Fiscal Year" means an accounting period specified by the Administering Agency with the approval of all of the Parties.

e. "Funds" means funds received by the Administering Agency from the Parties, or from state, federal or other sources, for use in the Planning or for other activities expressly authorized under the terms of this Agreement.

f. "Party Representative" means the person (or alternates), designated from time to time by the governing body of each Party, who is authorized to take actions under this Agreement to the extent permitted, until such time as the governing body of such Party notifies the Administering Agency and the other Parties, as provided in Section 16 of this Agreement, of a change in its Party Representative.

g. "Planning" means technical studies and investigations, preliminary facility planning, preparation of preliminary cost estimates and allocations, preparation and submission of grant funding applications and grant administration, conducting water supply modeling, preparing environmental analyses and evaluations, preparing a programmatic environmental impact report and preparation of permitting applications for the RiverArc Project.

3. Purpose of this Agreement. The purpose of this Agreement is to memorialize the Parties' coordinated efforts in Project Planning and to allocate Funds and Administrative Expenses to be expended in administering the Project's Planning. Nothing in this Agreement grants the Administering Agency or the Parties any power or

authority to alter any water right, contract right or any similar right of any Party or to direct the water-delivery practices of any Party without the prior written consent of the Party and receipt of all required approvals. This Agreement is intended to facilitate and provide for Planning activities only. The Parties anticipate that any future development or implementation of the Project would be governed by future agreement(s), and approval of any such agreements will be subject to compliance with the California Environmental Quality Act and all other applicable environmental laws or regulations.

4. Actions of the Representatives of the Parties. Once this Agreement is approved by the governing body of each Party and Party Representatives have been designated, Party Representatives shall have authority to take action under this Agreement on behalf of the Party that he or she represents, consistent with the approved Budget. An affirmative vote by a majority of the Party Representatives shall be required for any action under this Agreement, except for the actions set forth in Sections 2.d, 6, 7 and 16 of this Agreement, which shall require approval of all of the Parties. Party Representatives may take action contemplated by this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives from time to time, in writing, provided each Party Representative was provided reasonable notice of the proposed action in accordance with Section 16, below, and a reasonable opportunity to participate in the consideration of the action item. Reasonable notice shall refer to a period of not less than thirty (30) days except in cases of an emergency.

5. Appointment and Actions of the Administering Agency. The Parties hereby initially appoint PCWA to be the Administering Agency under this Agreement. The Parties may change the Administering Agency from time to time. None of the employees of the Administering Agency will be deemed to be employed by any of the Parties other than the Administering Agency. The Administering Agency will be responsible for confirming and communicating to all Parties, in writing, the actions approved by the Parties from time to time. In carrying out its duties under this Agreement, the Administering Agency shall comply with the legal and regulatory requirements applicable to the Administering Agency (e.g., procurement procedures). The Administering Agency shall have the authority to take the following actions to the extent they are consistent with the approved Budget, the terms of this Agreement and any administrative procedures adopted by the Parties according to Section 6(d) of this Agreement:

- a. To undertake or arrange for approved Planning activities in accordance with the provisions of this Agreement;
- b. To apply for, receive and disburse Funds for use in Project Planning, or for other activities authorized by this Agreement;
- c. To accumulate Funds for the purposes herein mentioned, and to invest Funds subject to applicable law, provided such Funds are not presently needed to pay costs related to the authorized uses of such Funds under this Agreement;

d. To adopt administrative rules and regulations, and operating rules and regulations for planning of the Project to the extent consistent with any administrative procedures adopted by the Parties pursuant to section 6(d) of this Agreement;

e. To make and enter into contracts reasonably necessary to carry out the purpose of this Agreement, consistent with the approved Budget;

f. To cooperate, act in conjunction and/or contract with the United States, the State of California, or any agency thereof, counties, municipalities, public entities (including joint powers authorities) and private corporations of any kind (including, without limitation, mutual water companies and investor-owned utilities), and persons, or any of them, as reasonably necessary for the purpose of this Agreement, consistent with the approved Budget;

g. To contract for legal and/or consulting services, and to employ such other persons or employees, as reasonably necessary for the purpose of this Agreement; and

h. Notwithstanding any other provision of this Agreement, Parties to this Agreement who are not the Administering Agency shall not be express or implied parties to any contract or agreement entered into by the Administering Agency in accordance with this Section 5, unless such contract or agreement expressly names such other Party and has been approved by that other Party in writing.

6. Actions Requiring Approval by All Parties. The following actions will not be effective unless approved by all of the Parties:

a. Amendment of Agreement. Except pursuant to withdrawal of a Party in accordance with Section 15, this Agreement may be amended only in writing upon approval by all of the Parties and their respective governing bodies.

b. Addition of Parties. Upon written approval by all of the Parties and their respective governing bodies, the Parties may approve the addition of a new Party to the Agreement and any terms or conditions related to the new Party's addition. The terms and conditions applicable to a joining Party shall be set forth in an amendment to this Agreement. The Administering Agency shall be authorized to execute the amendment upon approval by all of the Parties.

c. Adoption of Budget. The adoption of the annual Budget requires written approval by all of the Parties and their respective governing bodies.

d. Administrative Procedures. Upon approval by all of the Parties and their respective governing bodies, the Parties may create and adopt administrative

procedures for the administration of this Agreement and the Project Planning process. Once adopted, the administrative procedures may be amended from time to time, in writing, following approval of all of the Parties and their respective governing bodies. In the event of a conflict between this Agreement and the administrative procedures enacted under this Agreement, the provisions of this Agreement will govern.

e. Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties and their respective governing bodies. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding on, the successors and assigns of the Parties hereto.

7. Annual Budgets. As soon as practical after the execution of this Agreement, and thereafter at least thirty days prior to the commencement of each Fiscal Year, the Parties and their respective governing bodies will adopt a Budget and designate each Party's annual contribution for the ensuing Fiscal Year which shall then be funded by the Parties within thirty days following Budget adoption by all Parties. The total Budget for the first year (Fiscal Year 2016) of this Agreement is \$300,000.00. Each of the six parties shall contribute \$50,000.00 to the Administering Agency for Fiscal Year 2016. Thereafter, the Administering Agency will be authorized to make expenditures on behalf of the Parties consistent with the approved Budget and any administrative procedures adopted under this Agreement. Personnel, equipment and/or property of one or more of the Parties may be provided in lieu of other contributions required under this Agreement, to the extent expressly approved by the Parties and their respective governing bodies. With the exception of the agreed-upon cost sharing or in lieu contributions approved by all Parties and with the exception of staff time and resources of the Administrative Agency as set forth in Section 2.b, any internal, in-house, or administrative costs or expenses incurred by any Party related to that Party's obligations under this Agreement shall be the sole responsibility of that Party. The total annual Budget and the Parties cost share for the future Fiscal Years will be determined on an annual basis and will reflect the work envisioned for that year.

8. Funds. The Administering Agency shall be the depository and shall have custody of all Funds received pursuant to this Agreement, from whatever source, subject to the applicable provisions of any funding contract providing for a trustee or other fiscal agent. All such Funds shall be maintained in separate accounts and shall not be commingled with funds of the Administering Agency, or any other person or entity. The Administering Agency shall have authority to disburse Funds received under this Agreement consistent with the terms of this Agreement and the adopted Budget, and shall report all receipts and disbursements to the Parties. Pursuant to Government Code section 6509.5, the Administering Agency will invest any moneys held for disbursement on behalf of the Parties in the same manner and on the same conditions as local agencies pursuant to Government Code section 53601.

9. Audits. The Administering Agency will provide an accounting of all Funds, and will report to the Parties all receipts and disbursements made pursuant to the

adopted Budget and this Agreement, in accordance with the provisions of Government Code section 6505. If approved by the Parties, the Administering Agency shall have an annual audit of the accounts and records managed by the Administering Agency pursuant to this Agreement performed by a certified public accountant, and shall submit a report thereof to each of the Parties. Any costs of the audit, including contracts with and/or employment of certified public accountants pursuant to this section, will be considered Administrative Expenses.

10. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. 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.

11. Allocation of Liabilities. The Parties expressly agree that the debts, liabilities and obligations of each Party shall remain the debts, liabilities and obligations of that Party and shall not be the debts, liabilities and obligations of the Administering Agency or any other Party.

12. Fidelity Bond. The Parties may require designated public officers of the Administering Agency who have charge of, handle, or have access to any Funds pursuant to this Agreement, to file an official bond in an amount to be fixed by the Parties. The premiums on any such fidelity bonds attributable to the coverage required herein will be Administrative Expenses.

13. Term. This Agreement will remain in full force and effect until terminated in writing by a majority vote of the Parties.

14. Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus Funds, if any, on hand will be returned to the Parties in proportion to the contributions made by them except for any Funds obligated to pay for Project related expenses incurred prior to the date of termination.

15. Withdrawal of a Party. Any Party may withdraw from this Agreement effective upon thirty (30) day's written notice to all other Parties. The withdrawing Party and the Administering Agency, on behalf of the remaining Parties, shall execute an amendment to this Agreement memorializing the withdrawal. A withdrawing Party shall be responsible for its share of financial obligations incurred under this Agreement and the adopted Budget prior to the effective date of the withdrawal. If any surplus Funds remain at the end of the Fiscal Year in which the withdrawing Party withdrew and which are in excess of any budget commitment existing as of the effective date of the withdrawal, such funds will be returned to the withdrawing Party in proportion to the

contribution made by the withdrawing Party.

16. Notices. The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all of the Parties, confirmed in writing, without requiring an amendment to this Agreement. All notices and other communications required under this Agreement shall be in writing, and shall be deemed to have been duly given: (a) upon the date of service, if served personally on the Party to whom notice is to be given; (b) upon the date of service, if sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party. Each Party shall promptly notify every other Party of approvals or any other actions taken by their respective governing boards concerning or related to this Agreement or the Project.

17. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.

18. Counterparts of this Agreement. This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

19. Reasonable Cooperation; No Agency. The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this Agreement, and to carry out the purpose and intent of this Agreement; provided that each Party understands and agrees that there is no agency or joint venture relationship between the Parties, and no Party is authorized to act for or on behalf of any other Party except as expressly authorized under this Agreement.

20. Construction and Interpretation. This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

21. Complete Agreement. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.

22. Waiver. The waiver at any time by a Party of its rights with respect to a

default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

23. California Law. This Agreement shall be interpreted and enforced according to the provisions of California Law, and the venue for any action to enforce the terms of this Agreement shall be either Placer or Sacramento County.

24. Severability. If any provision of this Agreement 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.

25. No Third Party Beneficiary. The parties understand and agree that this Agreement creates rights and obligations solely between the Parties and is not intended to benefit any other Party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third-person as a third party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

The foregoing is hereby agreed to by the Parties.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the dates written below.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

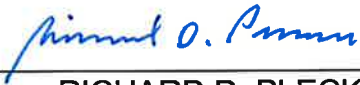
ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director



COUNCIL COMMUNICATION

CC #: 7600
File #: 0800-04

Title: State Highway within City of Roseville - Maintenance Agreement Amendment
Contact: Jason Shykowski 916-746-1339 jshykowski@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt the attached resolution authorizing the City Manager to execute five copies of the attached amended "Agreement for Maintenance of State Highway". This amendment is to add the signal at Blue Oaks Blvd. and Fidelity Way to the list of State-owned signals that are maintained by City Forces. Staff also requests Council authorize the City Manager to execute future routine amendments to this agreement when accepting new signals on City streets within Caltrans' right-of-way for City maintenance.

BACKGROUND

The City of Roseville currently has an agreement with the California Department of Transportation (Caltrans), adopted by City Council on October 15, 2008, that transfers the operation and maintenance of 10 traffic signals within State right-of-way from Caltrans to the City of Roseville. Amendment No. 1 to the agreement, approved by Council on June 16, 2010, added one new traffic signal to the agreement which brought the total number of traffic signals in the agreement to 11. These 11 signals are located at freeway on-ramps and off-ramps within the State right-of-way but on City of Roseville roads. With Amendment No. 2, Staff is recommending the addition of a new signal being constructed by a developer at the intersection of Blue Oaks and Fidelity Way to the agreement. While this traffic signal is not at a freeway ramp, it is still within State right-of-way and is required to be in this amendment if we are to use City standard equipment in its construction, operate it in concert with the other signals along Blue Oaks, and provide timely maintenance and repair should the signal be damaged or malfunction.

Caltrans is unable to allow the City to install City equipment as long as the State maintains this traffic signal. Caltrans has drafted the attached amended agreement whereby the City will assume the responsibility of maintaining and operating a total of 12 Caltrans signals, including this new one, within the City's borders. By doing so, the City assumes the responsibility and maintenance of the signals, but in return we are afforded the ability to better manage traffic throughout the entire City network. This includes the ability to provide our residents with the quick and thorough response they have come to expect regarding traffic signal complaints and malfunctions. This will result in smoother traffic flow along our busy roadway corridors, and less travel delay to the motoring public.

FISCAL IMPACT

The estimated additional annual maintenance cost for maintain the additional signal is less than \$3,000 per year. The maintenance will be paid for through the Electric funded Traffic Signal Maintenance Fund. It is expected that these costs can be absorbed in the current year's operating budget and no budget adjustment will be necessary. There will be no additional direct costs to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created with this action.

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)). Amendment No. 2 to the "Agreement for Maintenance of State Highway" Within the City of Roseville by City forces does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jason Shykowski, Principal Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-125

Amendment No. 2

Location Map

RESOLUTION NO. 16-125

APPROVING AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 2 to Agreement for Maintenance of State Highway,
between the City of Roseville and State of California, Department of Transportation, has been
reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment is hereby approved and that the City Manager is authorized to execute it and any
future amendments to this agreement 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

AMENDMENT NO. 2

CITY OF ROSEVILLE

February 11, 2016

AMENDEMDENT TO AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY entered into by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE" and the City of Roseville hereinafter referred to as "CITY", and collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, an Agreement for Maintenance of State Highways, as provided for in Section 130 of the Streets and Highways Code, was executed by CITY and STATE on October 15, 2008; and

WHEREAS, said Agreement by its terms provides that it may be modified or amended at any time upon mutual consent of PARTIES; and

Whereas, PARTIES hereto now desire that said Agreement be amended;

Now, THEREFORE, it is understood and agreed that said Agreement be and the same is hereby amended in accordance with the attached page dated February 11, 2016, and numbered 4 and 5, which attached pages shall cancel and supersede such like numbered pages, becoming a part of said Agreement for all purposes. In all other respects, Said Agreement shall remain in full force and effect.

REVISED
February 11, 2016

EXHIBIT “A”

DELEGATION OF MAINTENANCE

The specific maintenance function listed below (and on **EXHIBIT “B”**) is hereby delegated to CITY.

<u>Route NO.</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Program Delegated</u>
65	Washington Blvd (PM R8.062)	T.A. Signals (ED 060) 4-200W HPS (D1328-D1332)	HM4K
65	Pleasant Grove (PM R6.944)	T.A. Signals (ED 058), 4-200W HPS (D1292-D1295)	HM4K
65	Pleasant Grove (PM R6.95)	T.A. Signals (ED 059), 4-200W HPS (D1296-D1299)	HM4K
65	Galleria, SB Ramps (PM R5.893)	T.A. Signals (ED 032), 4-200W HPS (D867-D870)	HM4K
65	Stanford Ranch, NB Ramps (PM R5.895)	T.A. Signals (ED 047), 4-200W HPS (D863-D866)	HM4K
65*	NBOFF @ Blue Oakes & Fidelity Way	T.A. Signals (ED 089) 3-200W HPS (D2028-D2030)	HM4K
80	Eureka/EB Ramps (PM 3.09)	T.A. Signals (ED 040), 3-200W HPS (D801,D804,D805)	HM4K
80	Atlantic/WB Off (PM 2.89)	T.A. Signals (ED 039), 3-200W HPS (D795-D797)	HM4K
80	Douglas/EB Off (PM 2.20)	T.A. Signals (ED 008), 4-200W HPS (D892,D893,D897,D898)	HM4K

80	Douglas/WB Off (PM 1.98)	T.A. Signals (ED 068), 3-200W HPS (D1360,D1362,D1369)	HM4K
80	Riverside/WB Off (PM 0.420)	T.A. Signals (ED 007), 4-200W HPS (D49,D50,D52,D63)	HM4K
80	Riverside/Orlando (PM 0.20)	T.A. Signals (ED 006), 4-200W HPS (D44-D47)	HM4K

HM4K ELECTRICAL

This includes maintenance work performed on highway electrical facilities including flashing beacons, traffic signals, traffic-signal systems, safety lighting and sign lighting. It also includes the electrical energy for these items.

Timing sequence of traffic signals shall be determined after consultation with CITY; however, the decision of the District Director of Transportation shall be final. Maintenance of the "designed" timing is the responsibility of the CITY. Timing records shall be kept in both CITY Maintenance and Traffic Branches.

*If the CITY decides to terminate the agreement, the CITY shall install STATE standard equipment. The system shall be fully operational and meet the requirements identified in the latest TEES (Transportation Electrical Equipment Specifications) before the STATE will accept responsibility for operations and maintenance.

* Not previously listed on Exhibit "A" Delegation of Maintenance, revised May 4, 2010

AMENDMENT NO. 1

This Amendment shall become effective this _____

STATE OF CALIFORNIA
Department Of Transportation

RANDELL IWASAKI
Director of Transportation

By: _____
JODY JONES, District Director

Approved as to form and procedure:

Attorney
Department of Transportation

CITY OF ROSEVILLE

By: _____
City Manager

Attest: _____
City Clerk

* Approved as to form:
* Approved as to form and procedure:

Attorney (or Counsel)

*Approval by State's Attorney is not required unless changes are made to this form, in which case the draft will be submitted for Headquarters' review and approval by States Attorney as to form and procedure.



**Blue Oaks Blvd-Fidelity Way
Intersection**

DRAWN: T. PHILIPP		DATE: MAR 2016
SCALE: NONE		



COUNCIL COMMUNICATION

CC #: 7593

File #: 0201-01 & 0900-04

Title: Industrial Avenue Bridge Replacement Project - Budget Adjustment

Contact: Hossein Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached budget adjustment adding \$1 million (\$800,000.00 in Highway Bridge Program and \$200,000.00 in Roadway Funds) to the Industrial Avenue Bridge Replacement Project.

BACKGROUND

On February 3, 2016, the City Council awarded a construction contract to MCM Construction Inc. in the amount of \$3,798,870.00 to replace the Industrial Avenue bridge over Pleasant Grove Creek which is just south of the Bill Santucci Justice Center. The project is funded with federal funds under the Highway Bridge Program (HBP) which pays up to 88.53% of the total participating costs.

Funding for the construction contract was budgeted in previous years. However, additional funding is needed to cover costs associated with contract contingencies, construction administration and management, materials testing services, and non-HBP eligible costs related to construction work beyond the limits of the bridge approaches.

This requested \$1,000,000.00 budget adjustment will be used as follows:

- | | |
|---|----------------|
| • Construction contingency (15%) | \$570,000.00 |
| • Construction administration & management: | \$200,000.00 |
| • Materials testing services: | \$130,000.00 |
| • Non-HBP eligible costs: | \$100,000.00 |
| TOTAL: | \$1,000,000.00 |

Of the \$1,000,000.00 requested with this budget adjustment, HBP will pay \$800,000.00 and City will fund \$200,000.00 with Roadway funds.

Construction is expected to begin in April of this year and be completed by June 2017 or sooner depending on the contractor's schedule.

FISCAL IMPACT

There will be no impact to the City's General Fund. Approval of this agenda item will add \$800,000.00 in Federal HBP funds and \$200,000.00 in Roadway funds to the project account. The Roadway Fund is primarily comprised of Transportation Development Act funds that can be used for roadway projects once all reasonable transit needs are met for a community.

The attached budget adjustment form shows a \$1,200,000.000 budget adjustment. Only \$1,000,000.00 will be moved to the project account for expenditure. The other \$200,000.00 is a transfer from the Roadway Fund to the Traffic Mitigation Fee Fund, the home fund for this project account number, to cover the increased expenditure approved by this action. However, the total increase in authorized expenditure approved by Council with this action is \$1,000,000.00 as specified in the Recommendation to Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 41 jobs.

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)(030)). The Industrial Avenue Bridge Replacement Project Budget Adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5670

Budget Adjustment Form

ORDINANCE NO. 5670

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Industrial Avenue Bridge Replacement project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,000,000.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Hossein Naghibzadeh

DEPARTMENT/DIVISION*: Public Works/Engineering

FISCAL YEAR/EFFECTIVE DATE*: 2015/2016

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,000,000	20004	6130	221	102508	45	Industrial Avenue Bridge Replacement Project
200,000	00221	3902	221			transfer from roadway funds
\$ 1,200,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
800,000	00221	3751	221	102508	77	Highway Bridge Program Grant
200,000			253			Roadway funds
200,000	00253	8902	253			transfer to TMF
\$ 1,200,000	TOTAL					

FINANCE USE	Approved: 	Comments:
	BUDGET MANAGER/DESIGNEE	DATE

Justification for Budget Adjustment*:

Project total costs have gone up due to non-participating costs, project administration and management costs, and materials testing costs. Highway Bridge Program funds will pay 88.53 %of the participating costs.

Approved: 	Approved: 
REQUESTING DEPARTMENT HEAD/DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 7586

File #: 0201-01 & 0704

Title: Child Care Programs - Budget Adjustment

Contact: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving a Budget Adjustment to transfer the organization codes of 08545 After School Education-Safety and 08546 CDE-Child Develop Program and respective budgets from the General Fund 100 to the Child Care Fund 401 and transfer the budget for donations related to the Splash, Mayors Cup, and Turkey Trot to the proper organization key of 00610 Parks & Rec Donation Fund.

BACKGROUND

On July 1, 2015 the organization codes of 08545 After School Education-Safety and 08546 CDE-Child Develop Program were established in the General Fund 100 to account for the activity related to the Child Care Programs that could be subject to subsidization by the General Fund. However, due to proper tracking and timely completion of the Child Care Audit it is imperative that all Child Care organization keys remain in the Child Care Fund 401. In addition, it is requested to transfer the budget for donations related to the Splash, Mayors Cup, and Turkey Trot to the proper organization key of 00610 Parks & Rec Donation Fund.

FISCAL IMPACT

This funding is approved under the 2015-16 Budget and does not have a negative impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Since this is a budget adjustment, no jobs will be created.

ENVIRONMENTAL REVIEW

A budget adjustment is not considered a project defined by 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)).

Respectfully Submitted,

Jacquelyn Flickinger, Accounting Supervisor

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5666

Child Care Budget Adj

ORDINANCE NO. 5666

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to transfer the organization codes and respective budgets per request of the Finance Department, as listed on the attached Request for Budget Adjustment (Attachment A).

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

REQUESTER*: Jacquelyn Flickinger

DEPARTMENT/DIVISION*: Finance

FISCAL YEAR/EFFECTIVE DATE*: 2015-16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

SEE ATTACHED

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
\$ - 0	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
\$ - 0	TOTAL					

FINANCE USE	Approved: <i>Kathy Cullen</i>	Comments:
BUDGET MANAGER/DISEGNEE	DATE: 3/31/16	

Justification for Budget Adjustment*:

On July 1, 2015 the organization codes of 08545 After School Education-Safety and 08546 CDE-Child Develop Program were established in the General Fund 100 to account for the activity related to the Child Care Programs that could be subject to subsidization by the General Fund. However, due to proper tracking and timely completion of the Child Care Audit it is imperative that all Child Care organization keys remain in the Child Care Fund 401. In addition, it is requested to transfer the budget for donations related to the Splash, Mayors Cup, and Turkey Trot to the proper organization key of 00610 Parks & Rec Donation Fund. See attachment for detailed use and source of funds.

Approved: <i>Marky Paul</i>	Approved:
REQUESTING DEPARTMENT HEAD /DESIGNEE	CITY MANAGER
DATE	DATE

AMOUNT	GL			JL		Account Title/Activity Description
	Org Key	Object	Fund	Project	Activity	
REVENUES: Increase Budget						
210,000.00	08545	3790	401			FROM OTHER AGENCIES
34,000.00	00610	3809	299			DONATIONS/GIFTS
371,000.00	08546	3505	401			RECREATION PROGRAM REVENUE
10,000.00	08546	3506	401			PARKS & REC USE FEES
271,184.00	08546	3738	401			CHILD DEVELOPMENT GRANT-ST
896,184.00	3000's					
REVENUES: Decrease Budget						
(210,000.00)	08545	3790	100			FROM OTHER AGENCIES
(34,000.00)	08545	3809	100			DONATIONS/GIFTS
(371,000.00)	08546	3505	100			RECREATION PROGRAM REVENUE
(10,000.00)	08546	3506	100			PARKS & REC USE FEES
(271,184.00)	08546	3738	100			CHILD DEVELOPMENT GRANT-ST
(896,184.00)	3000's					
TOTAL EFFECT ON REVENUES						
EXPENDITURES: Increase Budget						
133,901.00	08545	4000	401			SALARIES
1,053.00	08545	4012	401			LONGEVITY PAY
1,100.00	08545	4025	401			PAYOFFS
46,211.00	08545	4100	401			PERS - CITY
8,357.00	08545	4101	401			PERS - EMPLOYEE
7,130.00	08545	4102	401			PERS (IN-LIEU)
2,754.00	08545	4105	401			DEFERRED COMPENSATION
32,542.00	08545	4110	401			CITY PAID MEDICAL PACKAGE
3,398.00	08545	4111	401			DENTAL INSURANCE
275.00	08545	4112	401			VISION INSURANCE
390.00	08545	4115	401			LIFE INSURANCE
491.00	08545	4120	401			CITY PAID LTD
4,773.00	08545	4200	401			MEDICARE
12,572.00	08545	4210	401			WORKERS' COMPENSATION
1,646.00	08545	4215	401			STATE UNEMPLOYMENT INSURANCE
79,318.00	08545	4300	401			TEMPORARY P/T SALARIES
25,000.00	08545	4301	401			INSTRUCTIONAL SALARIES
81,933.00	08545	4302	401			TEMPORARY-1500 HR P/T SALARIES
7,000.00	08545	4303	401			INSTRUCTIONAL-1500 HR SALARIES
1,631.00	08545	4398	401			GENERAL BENEFITS-BUDGETED
(13,487.00)	08545	4990	401			GENL FUND VACANCY FACTOR
192,872.00	08546	4000	401			SALARIES
4,239.00	08546	4012	401			LONGEVITY PAY
1,911.00	08546	4025	401			PAYOFFS
69,191.00	08546	4100	401			PERS - CITY
12,209.00	08546	4101	401			PERS - EMPLOYEE
10,644.00	08546	4102	401			PERS (IN-LIEU)
4,523.00	08546	4105	401			DEFERRED COMPENSATION
40,094.00	08546	4110	401			CITY PAID MEDICAL PACKAGE
3,820.00	08546	4111	401			DENTAL INSURANCE
364.00	08546	4112	401			VISION INSURANCE
549.00	08546	4115	401			LIFE INSURANCE
735.00	08546	4120	401			CITY PAID LTD
6,844.00	08546	4200	401			MEDICARE
17,905.00	08546	4210	401			WORKERS' COMPENSATION
2,360.00	08546	4215	401			STATE UNEMPLOYMENT INSURANCE
136,000.00	08546	4300	401			TEMPORARY P/T SALARIES
137,072.00	08546	4302	401			TEMPORARY-1500 HR P/T SALARIES
1,671.00	08546	4398	401			GENERAL BENEFITS-BUDGETED
(19,203.00)	08546	4990	401			GENL FUND VACANCY FACTOR
1,061,788.00	08545	4000's				
8,900.00	08545	5000	401			MATERIALS & SERVICES - ORG
8,000.00	08545	5020	401			ARTS/CRAFTS
200.00	08545	5025	401			SPORTS EQUIPMENT
17,500.00	08545	5100	401			CONTRACT SERVICES
500.00	08545	5120	401			COPY/BINDING/PRINTING
1,000.00	08545	5200	401			OFFICE SUPPLIES
1,000.00	08545	5340	401			SYSTEM REPAIR & MAINTENANCE
1,000.00	08545	5410	401			TELECOMMUNICATIONS
1,000.00	08545	5500	401			TRAINING & PROFESSIONAL DEVEL

AMOUNT	GL			JL		Account Title/Activity Description
	Org Key	Object	Fund	Project	Activity	
100.00	08545	5506	401			P/R MILEAGE REIMB-WITHIN CITY
7,264.00	08545	5610	401			GENERAL LIAB INS-FINANCE ONLY
500.00	08545	5998	401			MISCELLANEOUS
12,000.00	08546	5000	401			MATERIALS & SERVICES - ORG
10,000.00	08546	5020	401			ARTS/CRAFTS
500.00	08546	5025	401			SPORTS EQUIPMENT
18,800.00	08546	5101	401			PROFESSIONAL SERVICES
3,000.00	08546	5120	401			COPY/BINDING/PRINTING
7,000.00	08546	5135	401			PROGRAM TRANSPORTATION
2,000.00	08546	5200	401			OFFICE SUPPLIES
7,000.00	08546	5210	401			SOFTWARE
2,000.00	08546	5215	401			MINOR EQUIPMENT & TOOLS
2,000.00	08546	5330	401			EQUIPMENT REPAIR & MAINT
12,000.00	08546	5340	401			SYSTEM REPAIR & MAINTENANCE
1,000.00	08546	5410	401			TELECOMMUNICATIONS
2,000.00	08546	5500	401			TRAINING & PROFESSIONAL DEVEL
100.00	08546	5506	401			P/R MILEAGE REIMB-WITHIN CITY
10,346.00	08546	5610	401			GENERAL LIAB INS-FINANCE ONLY
500.00	08546	5998	401			MISCELLANEOUS
137,210.00	08546	5000's				

1,198,998.00 TOTAL

EXPENDITURES: Decrease Budget

(133,901.00)	08545	4000	100			SALARIES
(1,053.00)	08545	4012	100			LONGEVITY PAY
(1,100.00)	08545	4025	100			PAYOFFS
(46,211.00)	08545	4100	100			PERS - CITY
(8,357.00)	08545	4101	100			PERS - EMPLOYEE
(7,130.00)	08545	4102	100			PERS (IN-LIEU)
(2,754.00)	08545	4105	100			DEFERRED COMPENSATION
(32,542.00)	08545	4110	100			CITY PAID MEDICAL PACKAGE
(3,398.00)	08545	4111	100			DENTAL INSURANCE
(275.00)	08545	4112	100			VISION INSURANCE
(390.00)	08545	4115	100			LIFE INSURANCE
(491.00)	08545	4120	100			CITY PAID LTD
(4,773.00)	08545	4200	100			MEDICARE
(12,572.00)	08545	4210	100			WORKERS' COMPENSATION
(1,646.00)	08545	4215	100			STATE UNEMPLOYMENT INSURANCE
(79,318.00)	08545	4300	100			TEMPORARY P/T SALARIES
(25,000.00)	08545	4301	100			INSTRUCTIONAL SALARIES
(81,933.00)	08545	4302	100			TEMPORARY-1500 HR P/T SALARIES
(7,000.00)	08545	4303	100			INSTRUCTIONAL-1500 HR SALARIES
(1,631.00)	08545	4398	100			GENERAL BENEFITS-BUDGETED
13,487.00	08545	4990	100			GENL FUND VACANCY FACTOR
(192,872.00)	08546	4000	100			SALARIES
(4,239.00)	08546	4012	100			LONGEVITY PAY
(1,911.00)	08546	4025	100			PAYOFFS
(69,191.00)	08546	4100	100			PERS - CITY
(12,209.00)	08546	4101	100			PERS - EMPLOYEE
(10,644.00)	08546	4102	100			PERS (IN-LIEU)
(4,523.00)	08546	4105	100			DEFERRED COMPENSATION
(40,094.00)	08546	4110	100			CITY PAID MEDICAL PACKAGE
(3,820.00)	08546	4111	100			DENTAL INSURANCE
(364.00)	08546	4112	100			VISION INSURANCE
(549.00)	08546	4115	100			LIFE INSURANCE
(735.00)	08546	4120	100			CITY PAID LTD
(6,844.00)	08546	4200	100			MEDICARE
(17,905.00)	08546	4210	100			WORKERS' COMPENSATION
(2,360.00)	08546	4215	100			STATE UNEMPLOYMENT INSURANCE
(136,000.00)	08546	4300	100			TEMPORARY P/T SALARIES
(137,072.00)	08546	4302	100			TEMPORARY-1500 HR P/T SALARIES
(1,671.00)	08546	4398	401			GENERAL BENEFITS-BUDGETED
19,203.00	08546	4990	100			GENL FUND VACANCY FACTOR
(1,061,788.00)	08545	4000's				
(8,900.00)	08545	5000	100			MATERIALS & SERVICES - ORG
(8,000.00)	08545	5020	100			ARTS/CRAFTS
(200.00)	08545	5025	100			SPORTS EQUIPMENT
(17,500.00)	08545	5100	100			CONTRACT SERVICES

AMOUNT	GL			JL		Account Title/Activity Description
	Org Key	Object	Fund	Project	Activity	
(500.00)	08545	5120	100			COPY/BINDING/PRINTING
(1,000.00)	08545	5200	100			OFFICE SUPPLIES
(1,000.00)	08545	5340	100			SYSTEM REPAIR & MAINTENANCE
(1,000.00)	08545	5410	100			TELECOMMUNICATIONS
(1,000.00)	08545	5500	100			TRAINING & PROFESSIONAL DEVEL
(100.00)	08545	5506	100			P/R MILEAGE REIMB-WITHIN CITY
(7,264.00)	08545	5610	100			GENERAL LIAB INS-FINANCE ONLY
(500.00)	08545	5998	100			MISCELLANEOUS
(12,000.00)	08546	5000	100			MATERIALS & SERVICES - ORG
(10,000.00)	08546	5020	100			ARTS/CRAFTS
(500.00)	08546	5025	100			SPORTS EQUIPMENT
(18,800.00)	08546	5101	100			PROFESSIONAL SERVICES
(3,000.00)	08546	5120	100			COPY/BINDING/PRINTING
(7,000.00)	08546	5135	100			PROGRAM TRANSPORTATION
(2,000.00)	08546	5200	100			OFFICE SUPPLIES
(7,000.00)	08546	5210	100			SOFTWARE
(2,000.00)	08546	5215	100			MINOR EQUIPMENT & TOOLS
(2,000.00)	08546	5330	100			EQUIPMENT REPAIR & MAINT
(12,000.00)	08546	5340	100			SYSTEM REPAIR & MAINTENANCE
(1,000.00)	08546	5410	100			TELECOMMUNICATIONS
(2,000.00)	08546	5500	100			TRAINING & PROFESSIONAL DEVEL
(100.00)	08546	5506	100			P/R MILEAGE REIMB-WITHIN CITY
(10,346.00)	08546	5610	100			GENERAL LIAB INS-FINANCE ONLY
(500.00)	08546	5998	100			MISCELLANEOUS
(137,210.00)	08546	5000's				
(1,198,998.00)	TOTAL					
-	TOTAL EFFECT ON EXPENSES/EXPENDITURES					



COUNCIL COMMUNICATION

CC #: 7587

File #: 0201-01 & 0800-03

Title: Douglas Substation Rehabilitation Project - Budget Adjustment

Contact: Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve the attached budget adjustment for \$1,250,000 to fund increased construction costs for the Douglas substation rehabilitation project.

BACKGROUND

Roseville Electric Utility began rehabilitating the 45 year old Douglas substation in 2013. The project will result in increased customer reliability and greater growth capacity. Roseville Electric Utility staff recently completed the project's first phase, which consisted of replacing the substation's 12kV distribution equipment.

In February, staff completed detailed planning for the remaining two phases of the project. The requested \$1,250,000 budget adjustment covers higher than originally planned costs for the switchgear building and communications equipment, weather delays during construction, indirect charges and labor. The total project budget will increase from \$7,147,122 to \$8,397,122 upon approval of the budget adjustment.

During the detailed planning performed in February, staff developed an accelerated schedule moving the completion date forward by approximately one year. The accelerated schedule results in increased customer reliability and greater growth capacity sooner than originally planned, optimizes staff time, and decreases the likelihood of weather delays and other project risks. Completion of the project is estimated to be in late 2017.

FISCAL IMPACT

Approval of the attached budget adjustment authorizes an additional \$1,250,000 in spending authority from the Electric Construction Fund, increasing the total Douglas substation rehabilitation project budget from \$7,147,122 to \$8,397,122.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA)(CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Ozro Corulli, Power Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5667

Budget Adjustment Form

ORDINANCE NO. 5667

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Douglas Substation Rehabilitation Project per request of the Electric Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,250,000.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure](#).

For more detailed budget adjustment training information, including examples, please click on the following link: [Miscellaneous Budget Training Information](#).

REQUESTER*: Ozro Corulli

DEPARTMENT/DIVISION*: Electric/Engineering

FISCAL YEAR/EFFECTIVE DATE*: 2015/16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
85,000	40002	6130	491	144001	01	Douglas Substation Rehab/Labor 01
225,000	40002	6130	491	144001	03	Douglas Substation Rehab/Labor 03
70,000	40002	6130	491	144001	04	Douglas Substation Rehab/Labor 04
1,520,000	40002	6130	491	144001	20	Douglas Substation Rehab/Materials
75,000	40002	6130	491	144001	30	Douglas Substation Rehab/Services
\$ 1,975,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
1,250,000			491			Electric Construction Fund Available Resources
725,000	40002	6130	491	144001	45	Douglas Substation Rehab/Construction
\$ 1,975,000	TOTAL					

FINANCE USE	Approved: <u>Kathy Cullen</u> 3/30/16	Comments:
	BUDGET MANAGER/DISEGNEE	DATE

Justification for Budget Adjustment*:

A budget adjustment to increase the budget for the Douglas Substation Rehabilitation Project by \$1,250,000 is requested to accelerate project completion by purchasing materials sooner than originally planned, and cover higher than anticipated material and labor costs during the project's first phase. The total project budget will increase from \$7,147,122.00 to \$8,397,122.00.

Approved: <u>[Signature]</u>	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 7598

File #: 0201-01 & 0206-03-01

Title: Westpark Community Facilities District - Budget Adjustment
Contact: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff is requesting City Council adopt an ordinance approving the attached budget adjustment for a total of \$950,287 for cost of issuance fees regarding the refunding of the Westpark CFD #1 bonds.

BACKGROUND

On July 30, 2015, Stifel, Nicolaus and Company was successful pricing the refunding bonds for Westpark CFD #1. On August 12, 2015 the deal closed generating funds to retire the outstanding bonds, create a new reserve fund, and fund the cost of issuance fees. The budget adjustment for \$950,287 reflects expenses related to the cost of issuance.

FISCAL IMPACT

The budget adjustment reflects a portion of the proceeds from the bond issuance related to Westpark CFD #1. There is no impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The budget adjustment will not have an impact on economic development.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA), (CEQA Guidelines 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Vanessa Lieberman, Financial Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5671

Westpark Budget Adj

ORDINANCE NO. 5671

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the issuance fees regarding the refunding of the Westpark CFD #1 bonds per request of the Finance Department, as listed on the attached Request for Budget Adjustment in the amount of \$950,287.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Vanessa Lieberman

DEPARTMENT/DIVISION*: Finance

FISCAL YEAR/EFFECTIVE DATE*: FY2015-16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
950,287	00753	8130	700			Westpark CFD Special Tax Fund / COI
\$ 950,287	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
950,287	00753		700			Westpark CFD Special Tax Fund / Fund Balance
\$ 950,287	TOTAL					

FINANCE USE	Approved: <i>Kathy Cullen</i> 3/28/16 BUDGET MANAGER/DESIGNEE DATE	Comments:
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Justification for Budget Adjustment*:

The budget adjustment accounts for the Cost of Issuance fees pertaining to the refunding of the Westpark CFD #1.

Approved: <i>Walter Hanel</i> REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	Approved: CITY MANAGER DATE
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COUNCIL COMMUNICATION

CC #: 7585

File #: 0201-01 & 0400-04-15

Title: Amoruso Ranch Specific Plan - Professional Services Agreement Amendment and Budget Adjustment

Contact: Tricia Stewart 916-774-5258 tstewart@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.14.

RECOMMENDATION TO COUNCIL

It is recommended that the Council adopt an Ordinance approving a budget adjustment of \$23,900 for additional work associated with the Environmental Impact Report for the Amoruso Ranch Specific Plan and Council adopt a resolution authorizing the City Manager to approve a Professional Services Agreement Amendment with Analytical Environmental Services environmental consultants.

BACKGROUND

The City Council directed staff to begin processing the Amoruso Ranch Specific Plan (ARSP) in 2011. Staff has spent the last several years working with Brookfield Residential (Applicant) and their specific plan team on the land use plan and the draft specific plan document. In late 2013, the City began work on the technical studies needed to prepare the Draft Environmental Impact Report (EIR). Analytical Environmental Services (AES) is under contract to prepare the EIR for the project. Due to an unanticipated extended project schedule and changes to various studies for example, the level of effort to complete the EIR has exceeded the original cost estimate and scope of work. Completion of the EIR is nearing and is required in order to carry out the ARSP project.

Given the changes described above, a budget adjustment of \$23,900 is requested to continue the professional services for the project, including completion of the EIR.

FISCAL IMPACT

There would be no fiscal impact to the City as a result of this action. All specific plans are full cost recovery projects which require that the applicant fully fund the project including consultant services.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000 in direct government spending. Therefore, based on the cost of the work to be completed approximately 0.25 jobs would be created.

ENVIRONMENTAL REVIEW

A budget adjustment and professional service agreement are not considered a “project” defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15061 (b) (3). Consequently, no CEQA action is required.

Respectfully Submitted,

Tricia Stewart, Senior Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-119

Professional Services Agreement

Ordinance No. 5665

Budget Adjustment Form

RESOLUTION NO. 16-119

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND ANALYTICAL ENVIRONMENTAL
SERVICES (AES), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to a professional services agreement regarding the Environmental Impact Report (EIR) preparation and consulting services for the Amoruso Ranch Specific Plan project, by and between the City of Roseville and Analytical Environmental Services (AES), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Environmental Impact Report Preparation and Consulting Services for the Amoruso
Ranch Specific Plan

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day
of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"),
and Analytical Environmental Services (AES), a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services
Agreement dated December 4, 2013, amended on September 3, 2014 and July 15, 2015
("Agreement") regarding preparation and consulting services for an environmental impact report
for the Amoruso Ranch Specific Plan ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as
described in CONSULTANT's letter/proposal dated February 3, 2016, which is attached hereto
as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of
this Third Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to

read as follows:

“CITY shall pay twenty-three thousand, nine hundred dollars (\$23,900), in consideration of the additional services as set forth in Exhibit “A” to the Third Amendment to Agreement. This brings the total not to exceed contract amount to four hundred sixty-seven thousand, eight hundred eighty-eight dollars (\$467,888).”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

ANALYTICAL ENVIRONMENTAL
SERVICES, a California corporation

BY: 
its: President

and
BY: 
its: Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Kath Pease for
KEVIN PAYNE
Development Services Director

EXHIBIT “A”



ANALYTICAL ENVIRONMENTAL SERVICES
1801 7TH STREET, SUITE 100
SACRAMENTO, CA 95811
(916) 447-3479 | FAX (916) 447-1665

MEMORANDUM

TO: Kathy Pease, City of Roseville

FROM: Ryan Sawyer

DATE: 2/3/2016

RE: Amoruso Ranch Specific Plan EIR – Proposal for Scope of Work Adjustment 3

The following summarizes proposed changes to AES's current scope of work for the Amoruso Ranch Specific Plan (ARSP) EIR.

Proposed Additional Work Tasks

AES's current scope of work provides for the preparation of a 2nd Administrative Draft EIR (ADEIR) to incorporate City comments raised on the 1st ADEIR. Additional level of effort not previously anticipated was required to complete the 2nd ADEIR as a result of the following:

- 1) Extended schedule. The schedule for completion of the 2nd ADEIR was extended at least four months beyond the original estimated schedule, resulting in additional coordination
- 2) Incorporation of multiple iterations of technical studies (previously assumed one time incorporation/edits). These include but are not limited to:
 - Multiple versions of the traffic study (the last update required about 10 hours to incorporate)
 - Multiple versions of the drainage report, including new approaches to the analysis of impacts associated with stormwater/drainage
- 3) Incorporation of a new Water Supply Assessment (WSA). The new WSA was in a different format, utilized a new methodology and contained new categories of information, requiring a substantial re-write of the water supply chapter.
- 4) New species listing: Dwarf downingia – coordination with Applicant/Ecorp to incorporate information
- 5) New GHG approach discussion in light of Newhall Ranch decision
- 6) Printing/Direct charges higher than budgeted for due to outsourcing to meet timelines
- 7) Screencheck second ADEIR edits

AES proposes to complete the above expanded scope of work on a time and materials basis for an amount not to exceed \$23,900.

ORDINANCE NO. 5665

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Amoruso Ranch Specific Plan per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$23,900.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Tricia Stewart

DEPARTMENT/DIVISION*: Development Services - Planning

FISCAL YEAR/EFFECTIVE DATE*: FY16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
23,900	90116	5101	100			AES Environmental Document
\$ 23,900	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
23,900	90116	3575	100			Developer Reimbursement
\$ 23,900	TOTAL					

FINANCE USE	Approved:  BUDGET MANAGER/DESIGNEE	3/23/16 DATE	Comments:
-------------	---	-----------------	-----------

Justification for Budget Adjustment*:

Continued work by AES on the Environmental Impact Report for ARSP.

Approved:  REQUESTING DEPARTMENT HEAD / DESIGNEE	3/22/16 DATE	Approved: CITY MANAGER	 DATE
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COUNCIL COMMUNICATION

CC #: 7588

File #: 0201-01 & 0721-05

Title: Dry Creek Greenway Multi-use Trail Project - Professional Design Services Agreement and Budget Adjustment

Contact: Michael Dour 916-746-1304 mdour@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council: Adopt the ordinance for the budget adjustment adding \$100,000 from the Local Transportation Fund to the Dry Creek Greenway Multi-use Trail Project; Approve the Professional Design Services Agreement with Psomas for the Dry Creek Greenway Multi-use Trail Project in the amount of \$166,699.00 and adopt the resolution authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Dry Creek Greenway is a proposed multi-use trail along a 4.25-mile stretch of Dry, Cirby and Linda Creeks. The City and Psomas have an existing professional design services agreement in the amount of \$988,432 to conduct public outreach, preliminary design, and environmental review services for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Staff has identified a need for additional design services in the amount of \$166,699.00. The additional design services are incorporated into a new proposed Professional Design Services Agreement (PDSA) that is provided as Exhibit B. The proposed PDSA includes the following services:

- **Project Coordination, Management & Outreach** – The proposed PDSA includes \$14,700 for an additional 16 months of project coordination & management beyond the 32 months assumed within the original Psomas contract. The additional processing time is a result of additional time needed for completion of the project geomorphology study and consultation with the National Marine Fisheries Service (NMFS).
- **Environmental Study Modifications** – The NEPA process requires the preparation of numerous technical studies to support Caltrans and FHWA environmental findings. Several of these studies required modifications after their initial preparation due to modifications to the project scope. The project modifications include: 1) Adding the existing Tina Way-to-Marlin Drive pedestrian bridge into the project work area for maintenance purposes since that bridge's abutments are experiencing erosion; and 2) At the request of the Roseville City

School District, deleting the proposed widening of the existing 5'-wide paved trail through Eich Middle School's lower grass area. In addition to the above, the PDSA includes funding for the environmental consultant's assistance with public outreach and feasibility analysis efforts, and for Caltrans' requirement that native American monitors be present during ground testing for cultural resources. The portion of the PDSA associated with environmental services is \$114,652.

- **Design Services for Creek Crossings** – During field reviews with Caltrans and NMFS staff, it was determined that a greater level of design detail is needed where the project proposes in-water work. Examples of in-water work include where bridge abutments are being constructed or where roadway undercrossings are proposed near creeks. The proposed PDSA includes \$16,705 for the development of detailed design drawings for in-water work areas.
- **Phase 2 Initial Site Assessment** – A Phase 1 Initial Site Assessment (ISA) was prepared to determine the potential for hazardous materials to be present along the project corridor. The Phase 1 ISA was submitted to Caltrans for review and the results of the study indicate that additional Phase 2 analysis is needed for several properties along Riverside Avenue. The proposed PDSA includes services totaling \$20,642 for the Phase 2 ISA.

As noted above, staff is requesting a new PDSA with Psomas, which means that this work will not be incorporated as an amendment into the original PDSA with Psomas. The reason for this is that the original contract with Psomas is federally-funded. We will not be using federal funds for these additional services, so it is not appropriate to incorporate the additional services into the existing contract. Per the Municipal Code, contracts for professional services may be awarded without bidding in situations not conducive to bidding. In this case, the proposed work is not conducive to bidding because it supports the existing work being performed by Psomas.

The new contract (together with work continuing under the existing contract) will allow the consultant team to finalize the project environmental documents. We anticipate that the project's Draft Environmental Impact Report will be available for public review in summer 2016.

FISCAL IMPACT

The PDSA of \$166,699.00 requires a budget adjustment in the amount of \$100,000 from the Local Transportation Fund to the Dry Creek Greenway Multi-use Trail Project. The source of funding will be Transportation Development Act (TDA) funds. General fund monies will not be used for the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on the federal guideline of one job for every \$92,000 in government spending, the proposed PDSA with Psomas would create approximately 1.8 jobs.

ENVIRONMENTAL REVIEW

No environmental review is required for this action. Approval of the Professional Services Agreement will help fund environmental review of the Dry Creek Greenway project as required under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

Respectfully Submitted,

Michael Dour, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-120

PDSA

Ordinance No. 5668

Budget Adjustment Form

RESOLUTION NO. 16-120

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding the Dry Creek
Greenway Multi-Use Trail Project, by and between the City of Roseville and PSOMAS, has been
reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Dry Creek Greenway Multi-Use Trail

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and PSOMAS, a
California corporation ("CONSULTANT "); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of UAIC monitoring,
phase 2 assessment and detailed engineering drawings for the Dry Creek Greenway Multi-Use
Trail Project; and

WHEREAS, CONSULTANT has prepared a proposal dated February 10, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred sixty-six thousand, six hundred ninety-nine dollars (\$166,699.00).

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

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

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

CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

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

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

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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

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

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

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

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

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

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

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

CITY OF ROSEVILLE

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

PSOMAS
1075 Creekside Ridge Dr.
Suite 200
Roseville, CA 95678

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

PSOMAS, a California corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Chief Development Officer, YP

and

BY: 
its: CFO

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

EXHIBIT "A"

PSOMAS

Balancing the Natural and Built Environment

February 10, 2016

Mr. Mike Dour
City of Roseville Public Works Department
Alternative Transportation Division
401 Vernon Street
Roseville, CA 95678

Subject: **Dry Creek Greenway Multi-Use Trail Project**
Professional Services Request Associated with Environmental Documentation including
UAIC monitoring, Phase 2 Assessment, and Detailed Engineering Drawings

Dear Mike:

Enclosed for your review is our proposed scope of services to be performed by the project team to complete the environmental documentation for the Dry Creek Greenway Multi-Use Trail Project.

The request has been revised to address comments raised by the City per our responses and includes the additional back-up documentation requested by the City.

This work includes the following:

- Project coordination/management services as a result of the schedule
- Environmental Documentation
 - Incorporate project elements, tasks, and anticipated project duration (Ascent)
 - Prepare a Phase 2 Assessment and Report (Taber)
 - Tribal monitoring by UAIC representative through Aerotek
- Preliminary Engineering
 - Preparation of detailed engineering drawings to support the NMFS BA

After you have an opportunity to review the attached detailed scope of work and costs, including the cost proposals prepared by our sub-contractors Ascent Environmental, Taber Consultants, and Aerotek let us know if you have any additional comments or questions.

Thank you,

Sincerely,

PSOMAS


Timothy G. Hayes, P.E.
Project Manager

TH:sr

1075 Creekside Ridge Drive
Suite 200
Roseville, CA 95678-3504

www.Psomas.com

**Dry Creek Greenway Multi-Use Trail Project
Professional Services Request**

SCOPE OF WORK

Task 1 – Project Coordination/Management

The work for this task requires project coordination with the City and sub-consultants for 16 months of coordination including the management of invoices and administrative tasks for the contract. This work and associated level of effort takes into account PDT meetings that occur every other month during the described environmental documentation phase.

Task 1 - Deliverables

- Overall Project Schedule Updates Related to Additional Work
- PDT Meetings and Associated Materials and Documentation
- Invoices and Progress Reports
- Administration of Subconsultant Work Products and Invoicing

Task 2 – Environmental Document

This work is to complete the required tasks for the CEQA EIR and NEPA CE with Caltrans. The work, described in detail in their attached request, consists of NMFS BA work related to the expanded bridge, streambank, and additional project work elements outside of the prior APE including the Tina Way Bridge near Marlin Drive.

Ascent's work also includes outreach and feasibility tasks, including a public open house, one stakeholder meeting, and one public scoping meeting, and a field review and assistance with the preparation of the alternatives analysis section for the feasibility study report.

The Ascent work also includes attendance at PDT meetings and project coordination tasks for 12 months.

For the extended phase 1 field investigation, the services of a tribal monitor will be provided through Aerotek (cost proposal attached).

An initial site assessment (ISA – Phase 1) was previously prepared for the Dry Creek Greenway Project and submitted to Caltrans for review. The results of the ISA, as concurred by Caltrans, indicated that a Phase 2 Assessment and Report is required of four properties along Dry Creek near Riverside and Darling. As part of a FEMA grant application, the City has contracted separately with Geocon to prepare a Phase 2 assessment of 645 Riverside. For the remaining parcels associated with the Greenway, Psomas solicited proposals from two firms and the City elected to use Taber Consultants to perform the Phase 2 assessment and prepare their summary report. Attached is the cost proposal for these services to be performed by Taber Consultants.

Task 2 - Deliverables

- Refer to the attached detailed cost proposals prepared by Ascent Environmental and Taber Consultants

Task 3 – Preliminary Engineering (Task 9 in Original Contract)

For the NMFS Biological Assessment (BA), Psomas must prepare detailed engineering drawings for water crossing and bank stabilization areas and the in-water work at the Tina Way Bridge requiring the development of a detailed engineering drawing for the NMFS BA.

Task 3 - Deliverables

- Detailed Engineering Drawings for NMFS BA

EXHIBIT “B”

DRY CREEK GREENWAY MULTI-USE TRAIL PROJECT

Cost Summary

Task Description	PSOMAS								Ascent (Including Ecorp)	Taber Consultants	Aerotek	TOTAL
	Project Manager	Senior Project Engineer	Design Engineer	Drafters/ Engineering Technician	Project Admin	Total Hours Per Task	Labor Costs	Other Direct Costs	Environment- al	Environmental (Phase 2)	Environmental (Phase 2)	
Rates	\$185.00	\$170.00	\$130.00	\$105.00	\$85.00				Cost	Cost	Cost	Cost
Project Coordination	24	36	16	0	16	92	\$14,000	\$796	\$0	\$0	\$0	\$14,700.00
Extended Meetings and Coordination	24	36	16	0	16	92						
Environmental Document	0	0	0	0	0	0	\$0	\$0	\$112,507	\$20,642	\$2,145	\$135,293.40
See attached Taber proposal for Phase 2	0	0	0	0	0	0				\$20,642		
See attached Ascent add services request	0	0	0	0	0	0			\$112,507			
See attached Aerotek add services request	0	0	0	0	0	0					\$2,145	
Preliminary Engineering	10	44	28	28	0	110	\$15,910	\$796	\$0	\$0	\$0	\$16,705.60
Detailed Eng Drawings required for NMFS BA	8	40	24	24	0	96						
Detailed Eng Drawings required for NMFS BA - Time Way	2	4	4	4	0	14						
	34	80	44	28	16	202	\$28,910	\$1,496	\$112,507	\$20,642	\$2,145	\$168,699

*Cost Includes 10% mark up for subconsultants

ORDINANCE NO. 5668

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Dry Creek Greenway Multi-Use Trail project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$100,000.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Michael Dour

DEPARTMENT/DIVISION*: Public Works

FISCAL YEAR/EFFECTIVE DATE*: 2015/16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
100,000	90004	6120	00441	099004	32	Dry Creek Greenway Multi-use Trail Project
\$ 100,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
100,000			00441			Local Transportation Fund
\$ 100,000	TOTAL					

FINANCE USE	Approved: <i>Tatby Cullen</i> 3/30/16	Comments:
	BUDGET MANAGER/DESIGNEE	DATE

Justification for Budget Adjustment*:

This funds design services for the Dry Creek Greenway Multi-use Trail Project.

Approved: <i>[Signature]</i> 3-30-2016	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 7592

File #: 0201-01 & 0206-03-01

Title: HP Campus Oaks - Budget Adjustment
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff is requesting City Council adopt an ordinance approving the attached budget adjustment for a total of \$5,711,399 (\$5,000,000 for Facility Construction and \$711,399 for Cost of Issuance fees) of which are a result of the proceeds from a recent bond sale for HP Campus Oaks CFD No. 1 that closed on March 24, 2016.

BACKGROUND

On March 17, 2016 Piper Jaffray was successful pricing the bonds for HP Campus Oaks CFD No. 1. Within an hour into the order period, there were over \$94,000,000 in orders from five firms for \$23,000,000 of bonds. On March 24, 2016 the deal closed generating \$19,900,000 for improvements, \$3.2 million for Reserve and Capitalized Interest Funds, and approximately \$711,400 for Cost of Issuance. Proceeds from the bond issuance will allow the development of the HP Campus Oaks CFD No. 1 to move forward.

The developer anticipates drawing down approximately \$5,000,000 of the proceeds between now and the end of the fiscal year for authorized facilities. The additional \$711,399 budget adjustment reflects fees associated with the cost of issuance.

FISCAL IMPACT

The funds are proceeds of the bond issuance related to the HP Campus Oaks project. There is no impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The bond issuance will allow for development of the project to continue and create new jobs for infrastructure and home construction.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA), (CEQA Guidelines 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5669

Campus Oaks Budget Adj

ORDINANCE NO. 5669

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Facility Construction and cost of issuance fees regarding HP Campus Oaks CFD No. 1 per request of the Finance Department, as listed on the attached Request for Budget Adjustment in the amount of \$5,711,399.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

REQUESTER*: Jeannine Thrash

DEPARTMENT/DIVISION*: Finance

FISCAL YEAR/EFFECTIVE DATE*: FY2015-16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
5,000,000	00363	6130	300			HP Campus Oaks Const Fund / Facility Const
14,900,000	00363		300			HP Campus Oaks Const Fund / Fund Balance
711,399	00733	8130	700			HP Campus Oaks Special Tax Fund / COI
\$ 20,611,399	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
19,900,000	00363	3830	300			HP Campus Oaks Const Fund / Bond Proceeds
711,399	00733	3830	700			HP Campus Oaks Special Tax Fund / Bond Proceeds
\$ 20,611,399	TOTAL					

FINANCE USE	Approved: <i>Kathy Cullen</i> 3/28/16	Comments:
	BUDGET MANAGER/DESIGNEE	DATE

Justification for Budget Adjustment*:

To record the bond proceeds from the sale of HP Campus Oaks CFD. The budget adjust accounts for the Cost of Issuance fees and \$5 million in facility construction through 6/30/16. The remaining improvement funds (approx \$14.9m) will be spent in FY17.

Approved: <i>Marty Hall</i>	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 7599

File #: 0201-01 & 0200

Title: Finance Authority - 2012 Electric System Revenue Refunding Certificates of Participation Second Supplement to Trust Agreement and Budget Adjustment

Contact: Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the attached resolution and budget adjustment ordinance authorizing the following agreement related to the 2012 Electric Refunding COP bonds:

- 1) Second Supplement to the Trust Agreement

BACKGROUND

In October 2012, the City Council approved a 3.5 year Direct Purchase Agreement with US Bank regarding the \$90 million Electric Refunding Certificates of Participation Series 2012 bonds. The Direct Purchase Agreement is set to terminate on May 16, 2016 and requires action to be taken. Staff and the City's Financial Advisor reviewed various refunding options and concluded a renewal of the agreement was the best option for Electric. The Direct Purchase Agreement acts similar to a loan and was analyzed as the most cost effective option regarding the refunding. US Bank offered to renew the agreement with the following terms:

Term: 3.5 years beginning May 1, 2016 and ending November 1, 2019

Interest Rate: 70.5% of one month LIBOR plus 55 bps

The renewal of the Direct Purchase Agreement allows the City to follow the same bond documents as approved in 2012 with slight changes to the documents attached. The previous agreement was the same term (3.5 years) but the rate was 70.5% of one month LIBOR plus 45 bps. The new rate will be 10 bps higher due to changes in the market today as compared to 2012.

The requested budget adjustment for \$30,000 pertains to the cost of issuance fees related to this transaction. Currently, there is excess funds in the Electric Parity Reserve accounts which will be used to pay for the related fees for this transaction.

FISCAL IMPACT

The renewal of the Direct Purchase Agreement for the Series 2012 bonds will cost approximately \$495,000 per year. While the rate is 10 bps higher than the previous agreement, the increased interest cost can be absorbed in Electric FY16 debt service budget. The budget adjustment for \$30,000 pertains to the cost of issuance fees for this renewal.

ECONOMIC DEVELOPMENT / JOBS CREATED

Renewal of the Direct Purchase Agreement will not have an impact on local economic development or job creation.

ENVIRONMENTAL REVIEW

Renewal of the Direct Purchase Agreement is statutorily exempt from the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-124

2nd Supp to Trust Agreement

Ordinance No. 5672

Electric Budget Adj

ROSEVILLE FINANCE AUTHORITY

RESOLUTION NO. 16-124

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSEVILLE FINANCE AUTHORITY AUTHORIZING THE
EXECUTION OF A SUPPLEMENT TO TRUST AGREEMENT IN
CONNECTION WITH ELECTRIC SYSTEM CERTIFICATES OF
PARTICIPATION AND APPROVING RELATED DOCUMENTS
AND OFFICIAL ACTIONS**

RESOLVED, by the Roseville Finance Authority (the "Authority"), as follows:

WHEREAS, the Authority and the City of Roseville have entered into a Master Installment Purchase Contract, dated as of November 1, 1997 (as subsequently supplemented, the "Master Contract"), pursuant to which the Authority has assisted the City in financing certain additions, betterments, extensions and improvements to the electric system of the City; and

WHEREAS, under a Trust Agreement, dated as of November 1, 2012 the Authority executed and delivered certificates of participation (the "Certificates") in the aggregate principal amount of \$90,000,000, evidencing the undivided interest of the holders thereof in certain payments received by the Authority under the Master Contract; and

WHEREAS, all of the Certificates were initially sold to and continue to be held by U.S. Bank National Association (the "Bank"); and

WHEREAS, the Trust Agreement was amended by a First Supplement to Trust Agreement dated as of June 1, 2014 (the "First Supplement"), at the request of the City and with the consent of the Bank, wherein the Authority supplemented and amended the Original Trust Agreement in order to reduce the Applicable Spread with respect to the Certificates; and

WHEREAS, the Bank desires to renew its investment in the Certificates and in connection therewith the City has requested that the Authority cause to be executed a Second Supplement to Trust Agreement (the "Second Supplement"), primarily in order to extend the term of the Bank's investment and to modify the interest rate evidenced by the Certificates, in connection with the Bank's continued investment in the Certificates and with the consent of the Bank; and

WHEREAS, the Board of Directors of the Authority wishes at this time to take action approving such supplement and all related documents and actions.

NOW, THEREFORE, it is hereby RESOLVED and DETERMINED, as follows:

Section 1. Approval of Second Supplement. The Board of Directors hereby approves the Second Supplement in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by the

Executive Director or the Treasurer or an authorized designee thereof (each, an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions.

An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest the final form of the Second Supplement.

Section 2. Official Actions. The Chair, the Executive Director, the Treasurer, the Secretary and all other officers of the Authority are each authorized and directed in the name and on behalf of the Authority to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the Second Supplement and Continuing Covenant Agreement approved under this Resolution. Whenever in this Resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

I hereby certify that the foregoing Resolution was duly adopted by the governing board of the Roseville Finance Authority, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2016, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair
Roseville Finance Authority

ATTEST:

Secretary
Roseville Finance Authority

SECOND SUPPLEMENT TO TRUST AGREEMENT

between

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee,**

**and the
ROSEVILLE FINANCE AUTHORITY**

**Dated as of
April 1, 2016**

relating to the

**ELECTRIC SYSTEM REVENUE REFUNDING CERTIFICATES OF
PARTICIPATION, SERIES 2012**

**EVIDENCING AND REPRESENTING PROPORTIONATE
INTERESTS OF THE OWNERS THEREOF
IN 2012 PAYMENTS
TO BE MADE BY THE**

CITY OF ROSEVILLE

SECOND SUPPLEMENT TO TRUST AGREEMENT

This SECOND SUPPLEMENT TO TRUST AGREEMENT, is made and entered into as of _____, 2016, between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, duly organized and existing under the laws of the United States of America with a corporate trust office located in San Francisco, California, as trustee (the "Trustee") and the ROSEVILLE FINANCE AUTHORITY, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority").

RECITALS:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under and pursuant to the Joint Exercise of Powers Act (being Sections 6500 et seq. of the Government Code of the State of California) (the "Act") and a Joint Exercise of Powers Agreement (the "Joint Powers Agreement"), by and between the City of Roseville (the "City") and the Redevelopment Agency of the City of Roseville; and

WHEREAS, the Act and the JPA Agreement authorize and empower the Authority to assist the City in acquiring and financing and refinancing certain additions, betterments, extensions and improvements to the electric system of the City; and

WHEREAS, the Authority and the City have entered into a Master Installment Purchase Contract, dated as of November 1, 1997 (as subsequently supplemented, the "Master Contract"), pursuant to which the Authority has agreed to assist the City by financing certain additions, betterments, extensions and improvements to the electric system of the City; and

WHEREAS, under that certain Trust Agreement, dated as of November 1, 2012 the Authority executed and delivered certificates of participation (the "Certificates") evidencing the undivided interest of the holders thereof in certain payments (the "2012 Payments") received by the Authority under the Master Contract

WHEREAS, the Trust Agreement was amended by a First Supplement to Trust Agreement dated as of June 1, 2014 (the "First Supplement"), at the request of the City and with the consent of the Bank, wherein the Authority supplemented and amended the Original Trust Agreement in order to reduce the Applicable Spread with respect to the Certificates; and

WHEREAS, all of the Certificates were initially sold to and continue to be held by U.S. Bank National Association (the "Bank"); and

WHEREAS, pursuant to Section 7.01 of the Original Trust Agreement, at the request of the City and with the consent of the Bank, the Authority now desires to supplement and amend the Trust Agreement in order to extend the Bank's interest in the Certificates; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein, and for other valuable consideration, the parties hereto do hereby covenant and agree, as follows:

AGREEMENT:

Section 1. Definitions. In accordance with the provisions of Section 7.01 of the Trust Agreement, the Trust Agreement is hereby amended by amending, adding and deleting the following definitions:

(a) Amended Definitions.

“Applicable Spread” means, with respect to each Index Rate Period, the following:

(a) During the Initial Period, for the period from and including the Closing Date to and including May 1, 2016, 45.0 basis points (0.450%); provided, however, that in the event that the credit ratings assigned by S&P or Fitch to the long-term unenhanced debt of the Authority secured or evidenced by a Parity Obligation falls to the ratings specified below, the Applicable Spread, as determined by the Calculation Agent, will be the number of basis points associated with such new rating as set forth in the following table:

Tier	Credit Ratings (S&P/Fitch)	Applicable Spread
I	A/A or above	0.450%
II	A-/A-	0.650%
III	BBB+/BBB+	0.900%

During the Initial Period, for the period from and including May 1, 2016, to and including the Initial Bank Purchase Date, 55.0 basis points (0.550%); provided, however, that in the event that the credit ratings assigned by S&P or Fitch to the long-term unenhanced debt of the Authority secured or evidenced by a Parity Obligation falls to the ratings specified below, the Applicable Spread, as determined by the Calculation Agent, will be the number of basis points associated with such new rating as set forth in the following table:

Tier	Credit Ratings (S&P/Fitch)	Applicable Spread
I	A/A or above	0.550%
II	A-/A-	0.750%
III	BBB+/BBB+	1.000%

In the case of a split rating or differing ratings as between and among the Rating Agencies, the rating corresponding to the highest numbered tier set forth above and corresponding to the lowest rating will apply for all purposes of determining the Applicable Spread. References in this definition of Applicable Spread are to Rating Categories as presently determined by the Rating Agencies, and in the event of the adoption of any new or changed rating system or a “global” rating scale by any such Rating Agency, the Rating Categories will be adjusted accordingly to a new rating which most closely approximates the requirements as set forth herein. In the event that a rating is downgraded below BBB+/BBB+/Baa1 or is suspended, withdrawn or otherwise unavailable from any Rating Agency, and so long as such rating will remain suspended, withdrawn

or unavailable, the Applicable Spread will increase by an additional 100 basis points (1.00%) from the Applicable Spread otherwise in effect, and all increases to the Applicable Spread will be cumulative.

(b) During any Index Rate Period other than the Initial Period, the number of basis points determined by the Market Agent on or before the first day of such Index Rate Period and designated by the Authority in accordance with Section 2.03(c): (which may include a schedule for the Applicable Spread based upon the ratings assigned to the long term debt of the Authority as described in subparagraph (a) in this definition) that, when added to the SIFMA Index or the product of the LIBOR Index multiplied by the Applicable Factor, as applicable, would equal the minimum interest rate per annum that would enable the Certificates to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

“Computation Date” means, (i) during each SIFMA Index Rate Period, Wednesday of each week, or if any Wednesday is not a Business Day, the immediately preceding Business Day and (ii) during each LIBOR Index Rate Period, the second New York Banking Day preceding each LIBOR Index Reset Date.

“Initial Bank Purchase Date” means November 1, 2019.

“LIBOR Index” means the rate of interest per annum for United States Dollar deposits in the London Interbank Market, as quoted by the Calculation Agent from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect two New York Banking Days prior to the LIBOR Index Reset Date or the Conversion Date to a new LIBOR Index Rate Period, as the case may be, such rate to be reset monthly on each LIBOR Index Reset Date. If for any reason such LIBOR Index is unavailable and/or the Calculation Agent is unable to determine the LIBOR Index Rate for any LIBOR Index Rate Period, the Calculation Agent may, at its discretion, either: (a) select a replacement index based on the arithmetic mean of the quotations, if any, of the interbank offered rate by first class banks in London or New York for deposits with comparable maturities or (b) deem the LIBOR Index to be a rate per annum equal to the Calculation Agent’s Federal Funds Rate as of the first day of any LIBOR Index Rate Period for which such LIBOR Index is unavailable or cannot be determined; provided that the Calculation Agent shall give prompt written notice to the Authority and the Trustee setting forth such change in interest rate, the nature of the circumstances giving rise to such change, and the method of calculating such change if based on a replacement index. The Calculation Agent’s internal records of applicable interest rates shall be determinative in the absence of manifest error. If the LIBOR Index, as determined pursuant to this definition is ever less than zero percent (0.0%), then for purposes of determining the LIBOR Index hereunder, the LIBOR Index shall be deemed to be zero percent (0.0%).

(b) Added Definition.

“New York Banking Day” means shall mean any date (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York..

(c) Deleted Definition.

“London Business Day” is hereby deleted.

Section 2. Effectiveness. Except as otherwise amended hereby and by the First Supplement, the Original Trust Agreement shall remain in full force and effect. This Second Supplement will take effect upon its execution and delivery.

Section 3. Execution in Counterparts. This Second Supplement may be executed in several counterparts, each of which will be deemed an original, and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplement to Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

ROSEVILLE FINANCE AUTHORITY

By: _____
Treasurer

Attest:

By: _____
Secretary

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Trustee

By: _____
Authorized Officer

Consent:

U.S. BANK NATIONAL ASSOCIATION
as owner of 100% of the Certificates and as Bank

By: _____
Ashley Martin
Vice President

ORDINANCE NO. 5672

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the renewal of Electric Refunding COP bonds per request of the Finance Department, as listed on the attached Request for Budget Adjustment in the amount of \$30,000.00.

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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Jeannine Thrash

DEPARTMENT/DIVISION*: Finance / Admin

FISCAL YEAR/EFFECTIVE DATE*: FY2015-16

PROPOSED COUNCIL DATE (if applicable): 04/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
30,000	00490	8130	490			Electric Ops / Cost of Issuance
\$ 30,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
30,000			490			Electric Ops / Restricted Fund Balance
\$ 30,000	TOTAL					

FINANCE USE	Approved: <u><i>Kathy Cullen</i></u> <u>3/31/16</u> BUDGET MANAGER/DESIGNEE DATE	Comments: _____
--------------------	--	-----------------

Justification for Budget Adjustment*:

Estimated cost of issuance (COI) for the renewal of the Direct Purchase Agreement with US Bank. The COI fees will be paid with excess Reserve fund earnings currently being held by the Trustee (Restricted Cash).

Approved: <u><i>Marty Han</i></u> REQUESTING DEPARTMENT HEAD/DESIGNEE DATE	Approved: _____ CITY MANAGER DATE
--	---



COUNCIL COMMUNICATION

CC #: 7612
File #: 0800-02

Title: Second Reading of Ordinance - Municipal Code Amendment - Commercial Organics Program
Contact: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.18.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5673 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.12.010 AND 9.12.100 OF CHAPTER 9.12 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE, for second reading and adoption.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Devin Whittington, Refuse Utility Manager

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance 5673

ORDINANCE NO. 5673

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING SECTIONS 9.12.010 AND 9.12.100 OF CHAPTER 9.12 OF TITLE 9 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.010 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.12.010 Definitions.

A. “Garbage.” Garbage to be removed from residences shall consist of household and kitchen waste, paper, rags, bottles and cans. Garbage to be removed from places of business shall consist of garbage as above defined and packing boxes, crates, excelsior and packing material.

B. “Rubbish” includes and means trimmings from lawns, trees and gardens, magazines, books, boxes, glass, cans, rags, ashes and other waste materials not defined as garbage.

C. “Refuse” includes both garbage and rubbish.

D. “Organic waste” means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

SECTION 2. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.12.100 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 fee. 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. Ninety-Gallon Automated Container Service. For each premises assigned a city-owned 90-gallon container and serviced by automated collection, all normal household trash, garbage, and yard clippings for collection must be contained within the 90-gallon container with the lid closed and must fall freely from container when dumped. Each such premises shall be provided weekly collection.

3. Refuse service may be discontinued upon written request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. The minimum time of discontinuing service will be two months. A service charge equal to two months' refuse charge will be charged to the utility user for the removal and redelivery of the assigned automated container when service has been temporarily discontinued. This service charge will be paid at the time service is discontinued. Upon occupancy of a dwelling, house or residence, the utility user must contact the city to restart service. If the occupant of a dwelling, house, or residence does not contact the city to restart service, the city may bill back to the discontinuance of service all monthly charges.

4. For collection of additional containers beyond those covered by the fixed minimum charges established in this chapter, the collection charge shall be the same for each additional garbage container as the fixed fee for the first container.

5. 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.

6. Rates for Residential Collection. Effective July 1, 2015, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/1/2015
Fixed refuse monthly charge	\$23.40
Each refuse 60- or 90-gallon container service	\$23.40
Additional empty of a 60- or 90-gallon container	\$15.30
Temporary removal of a residential service	\$46.80
Move-in box pick-up	\$82.75
Each additional green waste container	\$8.50
Each additional 90-gallon refuse container	\$16.00
Additional empty of a green waste container	\$11.25
Refuse 60- or 90-gallon replacement charge	\$68.37
Fixed fee for the return of a confiscated green waste container due to contamination	\$109.30
Temporary dumpster delivery and removal charge	\$57.10
Temporary dumpster per yard charge	\$9.60

B. Commercial.

1. A landlord, property owner, or property manager or management company of each and every store, shop, apartment, house, rooming house, factory or other nonresidential use that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed minimum charge as set forth by the city council as a refuse fee. Such fixed minimum is based upon 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 Dumpster, Roll-On, and Additional Services. The environmental utilities director may approve the placing of garbage or rubbish in containers other than 30-gallon cans or 90-gallon automated cans (such as dumpsters or roll-on containers) as provided in Section 9.12.060. The fixed fee and additional service charges are established by subsections (A)(6) and (B)(4). In such cases, the environmental utilities director shall cause a study of the service to be made, and charges will be established based on the cost of performing the service. Such charge shall include all costs to the city, including, but not limited to, labor, equipment operation, maintenance and depreciation, administrative overhead, recycling, landfill closure and landfill operation costs. Standard commercial charges for basic hand-pickup dumpsters and roll-on containers may be established by the environmental utilities director subject to the approval of the city council.

3. Commercial customers that fall into the following categories are required by state law to subscribe to organics recycling services.

a. On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

b. On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

c. On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

4. On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in paragraph (3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

5. Multifamily dwellings will not be required to recycle food waste, but will need to provide proof to the City that other organics such as green waste are being recycled or diverted from the landfill in an appropriate manner. The City can also provide green waste services, if necessary.

The City will be the primary collector of all organic waste materials, unless a business had services in place before September 28, 2014, the date AB 1826 was approved. Any business with a collection contract before this date can continue with providers until the contract expires. Once the contract expires the business will default to City service.

6. 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.

7. Rates for Commercial Collection. Effective August 1, 2011, July 1, 2012 and July 1, 2015, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	Effective 8/1/2011	Effective 7/1/2012
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge	\$9.45	\$9.60
Frontloader and rearloader compactor per yard charge	\$17.05	\$17.30
Frontloader and rearloader dumpster extra pick-up per yard charge	\$9.45	\$9.60
Frontloader cardboard dumpster and compactor per yard charge	\$12.55	\$12.75
Frontloader cardboard dumpster and compactor extra pick-up per yard charge	\$2.90	\$2.95

Roll-Off Commercial Open Top and Compactor Services*	Effective 7/1/2013
Minimum charge per haul (base rate) without tonnage* All sizes	\$286.00
Roll-off 100% recycling bin	\$156.60

* 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, Rearloader and Roll-Off Charges*	Effective 7/1/2012	Effective 7/1/2013
Frontloader and rearloader temporary dumpster delivery and removal charge	\$57.10	\$57.10
Frontloader and rearloader temporary dumpster per yard charge	\$9.60	\$9.60
Frontloader and rearloader temporary dumpster rental fee per week	\$54.45	\$54.45
Roll-off temporary dumpster minimum charge per haul (base rate)	\$300.15	\$286.00
Tonnage (per ton charge)*		
Roll-off temporary dumpster rental fee per week	\$98.70	\$98.70

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.

Additional Commercial Service Rates*	Effective 8/1/2011	Effective 7/1/2012
Standby service charge per occurrence	\$46.60	\$47.30
Emergency after hours call out service charge per occurrence	\$145.60	\$147.80
Fixed monthly commercial charge	\$25.85	\$26.25
60- or 90-gallon automated container monthly charge	\$23.05	\$23.40
Commercial bin assistance charge per occurrence	\$40.75	\$41.35
Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	\$15.00	\$15.25
Compactor Cleaning	Minimum 2.5 Hours Labor Cost	
Compactor Lock Replacement	.5 Hours Labor Cost plus \$8 lock replacement	

* The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.

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:

Tier 1: \$5.48 per 1,000 square feet of building area or per dwelling unit	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: \$22.12 per 1,000 square feet of building area	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: \$46.72 per 1,000 square feet of building area	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. Rates for Commercial Organic Waste Collection. Effective May 1, 2016 and January 1, 2017, the commercial organic waste collection rates on billings shall be as follows:

0-4 yards	\$149.95
5 yards	\$187.45
6 yards	\$224.90
7 yards	\$262.50
8 yards	\$299.90
9 yards	\$337.35

10 yards	\$374.85
11 yards	\$412.45
12 yards	\$449.80
Extra pickup for one yard bin or cart equivalent	\$56.25
Extra pickup for two yard bin or cart equivalent	\$75.00

0-2 yards	\$75.00

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7613
File #: 0600-03

Title: Second Reading of Ordinance - Municipal Code Amendment - Personnel Rules and Regulations
Contact: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.19.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5674 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING SECTIONS 3.12.150 AND 3.12.160 OF CHAPTER 3.12, AMENDING SECTION 3.01.050 OF CHAPTER 3.01, AMENDING SECTIONS 3.04.010 AND 3.04.040 OF CHAPTER 3.04, AMENDING SECTIONS 3.05.010, 3.05.020, 3.05.030, 3.05.060, 3.05.070, 3.05.080, 3.05.100, 3.05.120 AND 3.05.160 OF CHAPTER 3.05, AMENDING SECTIONS 3.06.020, 3.06.030 AND 3.06.140 OF CHAPTER 3.06, AMENDING SECTIONS 3.07.040 AND 3.07.080 OF CHAPTER 3.07, AMENDING SECTIONS 3.11.040 AND 3.11.070 OF CHAPTER 3.11, AMENDING SECTIONS 3.12.010, 3.12.050, 3.12.060, 3.12.080, 3.12.100, 3.12.120 AND 3.12.161 OF CHAPTER 3.12, AND AMENDING SECTION 3.16.020 OF CHAPTER 3.16 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES, for second reading and adoption.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5674

ORDINANCE NO. 5674

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING SECTIONS 3.12.150 AND 3.12.160 OF CHAPTER 3.12, AMENDING SECTION 3.01.050 OF CHAPTER 3.01, AMENDING SECTIONS 3.04.010 AND 3.04.040 OF CHAPTER 3.04, AMENDING SECTIONS 3.05.010, 3.05.020, 3.05.030, 3.05.060, 3.05.070, 3.05.080, 3.05.100, 3.05.120 AND 3.05.160 OF CHAPTER 3.05, AMENDING SECTIONS 3.06.020, 3.06.030 AND 3.06.140 OF CHAPTER 3.06, AMENDING SECTIONS 3.07.040 AND 3.07.080 OF CHAPTER 3.07, AMENDING SECTIONS 3.11.040 AND 3.11.070 OF CHAPTER 3.11, AMENDING SECTIONS 3.12.010, 3.12.050, 3.12.060, 3.12.080, 3.12.100, 3.12.120 AND 3.12.161 OF CHAPTER 3.12, AND AMENDING SECTION 3.16.020 OF CHAPTER 3.16 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Sections 3.12.150 and 3.12.160 of Chapter 3.12 of Title 3 of the Roseville Municipal Code are hereby repealed.

SECTION 2. Section 3.01.050 of Chapter 3.01 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.01.050 Application of personnel rules.

The provisions of these personnel rules shall apply to all persons employed in the classified service of the city except as otherwise expressly provided for or modified in the Memorandum of Understanding (MOU) for each respective bargaining unit and in the Terms, Conditions, and Understanding resolution for the unrepresented units. These rules apply to unclassified employees only where specifically indicated. All employees are in the classified service, except unclassified employees who shall consist of those persons occupying the following positions or conditional employments in city service:

A. Unclassified Non-Employees.

1. Elected officers (city council) and appointed members of boards, commissions and committees;

2. Persons engaged under contract to supply expert, technical, professional or any other service, as provided by City Charter.

B. Unclassified Employees.

1. The city manager, assistant city managers, the city attorney, all attorneys employed in the office of the city attorney, all department heads, and all persons holding an assistant department head position who were hired or promoted to that position after March 5, 2014, and all deputy city managers hired or promoted to that position after January 1, 2016;

2. Persons employed for a limited term in a capacity to conduct or complete a special inquiry, investigation, examination or project, not to exceed 36 months full-time employment or equivalent without a break of at least three months;

3. Persons employed for a temporary, seasonal or special purpose not to exceed 1,500 hours in a fiscal year;

4. Reserve police officers.

Unclassified employees shall be employed at the discretion and will of the city pursuant to the City Charter. The city manager shall determine policy and conditions of unclassified employment.

SECTION 3. Section 3.04.010 of Chapter 3.04 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.04.010 Announcement of recruitment.

The director shall make public announcements of all examinations. Announcements shall be posted on the city's website and given such other publicity as the director deems warranted to attract a sufficient number of qualified candidates to compete. Recruitments may be of one of the following types at the discretion of the director:

A. Regular Recruitment. Regular examination announcements shall specify a filing period of at least ten (10) working days and shall clearly state a final filing date.

B. Continuous Recruitment. In instances where the need for employees is frequent or continuing, or there is a labor market scarcity, the director may announce examinations with no final filing date or conduct recruitments of sufficient duration to assure the city's needs are met.

C. Limited Recruitment. The director may restrict the recruitment to limit the size of the applicant group by:

1. Establishing a shorter filing period than that required for regular recruitments;
2. Specifying a maximum number of applications that will be accepted and closing the recruitment at the close of the business day when that number is reached; or
3. Other means that are appropriate to the circumstance.

SECTION 4. Section 3.04.040 of Chapter 3.04 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.04.040 Disqualification of applications.

The director may reject an employment application in any of the following cases:

- A. Where the application indicates on its face that the applicant does not possess the minimum qualifications required for the position;
- B. Where the applicant is not a lawful resident of the United States;
- C. Where the applicant is physically unfit for the performance of duties of the position to which appointment is sought, based upon a bona fide occupational qualification and business necessity;
- D. Where the completed application has not been received by the human resources office by the prescribed filing deadline;
- E. Where the applicant is addicted to drugs or is a habitually excessive user of intoxicating liquor;
- F. Where the applicant has willfully made any false statement of any material fact or omission thereof, or has practiced or attempted to practice any deception or fraud in the application or examining process;
- G. Where the applicant has used or attempted to use any personal or political influence to further eligibility, appointment, or promotion;
- H. Where the application form itself is incomplete in the necessary information to determine suitability of qualifications;
- I. Where the applicant has been convicted of a crime or crimes including pleas of guilty and nolo contendere, other than minor misdemeanors, the nature of which would or reasonably could adversely affect city operations, the safety and welfare of employees or the public, or reflect upon the credibility of serving the public interest as determined by the director;
- J. Where the applicant has conducted themselves improperly during a recruitment process within the prior twelve (12) months.
- K. Where there exists other evidence deemed appropriate by the director to disqualify applications for reasonable cause.

SECTION 5. Section 3.05.010 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.010 Nature and types of examinations.

A. General. The selection techniques used in the examination process shall be impartial, of a practical nature, and shall relate to those subjects which, in the opinion of the director, fairly measure the capability of applicants to perform duties assigned to the class for which they seek appointment. Examinations will consist of selection techniques which will meet current standards and test fairly the qualifications of the applicant, comply with equal opportunity standards and may include, but not necessarily be limited to, performance and achievement, aptitude tests, other written tests, personal interviews, work samples, medical or other examinations, or any other combination of these or other requirements for the job, provided that such tests shall not be discriminatory.

B. Exam Types. All examinations shall be competitive in nature unless prescribed otherwise by the director who shall determine the merits of such variable techniques as, but not limited to, certified promotional examinations based on the singular achievement of an employee, and the needs of the city to hire and promote the most suitable persons. In all cases, the director shall determine whether examinations will be open, open-promotional, or promotional, and shall determine the methods of examining:

1. Open Examinations. These examinations are open to anyone who meets specified standards of qualification and shall be the method used in all cases of entry level positions in city service. All open competitive examinations for positions in the classified service shall be published by posting announcements in the human resources office and in such other places as the director deems advisable. The announcement shall specify the title and salary range of the class for which the examination is announced, the nature of work to be performed in general terms, minimum required or desirable qualifications, the date, time, place and manner of making applications, the nature of the examination, the anticipated type of test(s) to be utilized, and other pertinent information deemed by the director to be appropriate or desirable. Special recruitment methods shall be utilized as necessary to ensure that all segments of the labor market reasonably available to the city are aware of each job opportunity.

2. Open-Promotional Examinations. These examinations are open to anyone who meets specified standards of qualifications, and may be a promotional opportunity for qualified employees.

3. Promotional Examinations. These examinations are restricted to include only regular employees who meet the requirements set forth in the examination announcement as a means of advancing the career service of employees who continue to demonstrate achievement and the ability to assume higher levels of responsibility. Where it is deemed practical, appropriate, and in the best interest of city operations, the director may conduct promotional examinations.

a. Insofar as is practical and consistent with the best interests of the city, vacancies in the classified service are to be filled by promotion from within the classified service after a promotional examination has been given and a promotional list established.

b. Promotional vacancies in the classified service of sworn police and fire suppression and prevention positions shall be filled by promotional examination if there

exist three or more such regular employees who meet the city's minimum qualifications at the time of the filing deadline. In the event that there are fewer than three employees qualified to participate in or who successfully pass a promotional examination, the director may conduct an open or an open-promotional examination.

c. All promotional examinations for positions in the classified service shall be published by posting announcements in the human resources office and in such other places as the director deems advisable for a period of ten (10) calendar days. The announcement shall specify the class title, salary range, the nature of the work to be performed in general terms, minimum required and desirable qualifications, the filing deadline for submission of applications, and any other information deemed appropriate by the director.

C. Ineligible Employees. Employees who are in their initial probation period with the city or who have been demoted or suspended within twelve (12) months of the opening date of the announcement are not eligible to participate in the promotional examination.

SECTION 6. Section 3.05.020 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.020 Continuous examination.

When it appears to be in the best interests of the city, the director may conduct specified examinations on a continuous basis as applications are received from qualified persons. Official notice of a continuous examination shall be published and posted prior to opening of such continuous examination. A single eligible list shall be maintained, to which names of candidates shall be added as they qualify. The name of a candidate will remain on an eligible list for a minimum of six (6) months. In no case shall the name of any person remain on an eligible list established under this rule in excess of two years.

SECTION 7. Section 3.05.030 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.030 Supplemental examinations.

When examinations have been completed and an employment list established, and it is subsequently determined by the director that either there is an insufficient number of available qualified applicants, or that the hiring department has reasonably determined that available candidates do not meet the specific needs of the position, the director may authorize the conducting of a supplemental examination. Employment lists will be consolidated as prescribed in Section 3.05.130 of these rules.

SECTION 8. Section 3.05.060 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.060 Conduct of written tests.

- A. Written tests shall be held in the presence of one or more monitors.
- B. Time limits shall be fixed by the director. Candidates shall be advised of the time limits prior to the commencement of the test.
- C. Only writing paper or test forms furnished by the monitor shall be used by the candidates.
- D. Books of reference, equipment or data of any kind shall not be used during any test, unless specifically authorized for the test and candidates are specifically authorized to use such materials.
- E. Communication between candidates is prohibited.
- F. Candidates shall not leave the examination room without permission from a monitor.
- G. All test papers shall be collected by the monitor upon the expiration of the time limit set.
- H. Should a candidate withdraw from an examination, all test material shall be turned in.
- I. In case of irregularity in an examination, the director shall make a written report; such report shall be filed with the working papers of the examination.
- J. The identity of each candidate shall be concealed in all written tests and shall so remain until all parts of the written test have been scored.

SECTION 9. Section 3.05.070 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.070 Minimum scores and computations.

- A. General. Except for qualifying/nonqualifying tests, examinations shall be scored on a percentage basis. The specific minimum score percentages shall be determined by the director prior to or following the examination, depending on the need to analyze test results for purposes of validity. Each phase of the examination process shall be assigned a weight based on the job relatedness of the examination content to the prescribed duties of the position.

B. Average Scores. An applicant's score in any examination shall be based upon the weighted average of scores achieved for each part of the competitive examination(s) as provided for in the examination announcement. Failure in any part of the examination process shall result in the disqualification of the applicant from the remaining parts of the examination process.

C. Oral Interviews. Oral interview examination scores shall be computed on the basis of averaging the final scores of each rating member of the interview panel. However, the director may disqualify the scores of any rater who has demonstrated prejudicial tendencies or for other just cause at any time in the interview process.

Where the majority of rating members of an interview panel assign a passing or failing score to a candidate, the candidate shall pass or fail the overall interview examination, regardless of whether the averaged score would have resulted in the candidate failing or passing the examination.

D. Grading Errors. An error in grading or rating shall be corrected upon the appropriate employment list if called to the attention of the director within fourteen (14) calendar days after the mailing of examination results. However, computation of the test scores shall not invalidate or affect any certification or appointment previously made.

E. Service Points. Regular employees who are successful in all phases of the examination process leading to eligibility certification on promotional examinations shall be given service points computed from the final filing date set forth in the examination announcement, conditional upon the employee having received at least a satisfactory performance evaluation summary rating within the previous twelve (12) months and a satisfactory attendance record for the same period.

Such service points shall be based on the length of service in the classification(s) immediately below and directly in line with the promotional class as prescribed by the director. Service points shall be added to the final computed examination score for the promotional list on the basis of one-half point for each full year of classified service to a maximum of five points.

F. Veterans Preference.

1. "Veteran" Defined. For the purposes of this section, the term "veteran" shall have the meaning set forth in California Government Code Section 18973, as such section may be amended from time to time.

2. Hiring Preference. Military veterans who have served during wartime shall be given preference in initial appointment to entry-level positions in city service as defined in the job announcement. Such preference shall apply, provided the veteran applying to the city for entry level employment through an open examination process (nonpromotional), has obtained a qualifying score on all exams given for the position. The passing score of a veteran shall be annotated to indicate that the veteran's score shall be regarded as five percent higher only for purposes of determining the five ranks, pursuant to Section 3.05.110(B)(4), along with which the

veteran's name shall be certified. No score shall actually be changed and no new rank shall be created as a result of application of a veteran's preference for certification purposes.

Persons claiming eligibility for a veteran's preference must submit a copy of Form DD214 or other proof of veteran status, as deemed acceptable by the director, on or before the final filing date for the examination. A veteran who is in the process of separation from military service may file a written statement showing the anticipated date of discharge and certifying that the discharge is for reasons other than dishonorable. Such statements must be filed no later than the final filing date for the examination. A veteran in the process of being discharged shall be entitled to preference pursuant to this rule only if Form DD214 or satisfactory proof of discharge is filed with the human resources department prior to the date of certification for appointment. For purposes of this rule, "reserve" status does not constitute active duty.

SECTION 10. Section 3.05.080 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.080 Notification of examination results.

Each person taking an examination shall be given written or verbal notice of the results thereof. Applicants passing preliminary examination(s) will be given a final score and rank position number on the employment list where applicable. An error in grading or rating shall be corrected if it is brought to the attention of the director within fourteen (14) calendar days following notification of examination results. However, such correction shall not invalidate any certification or appointment previously made, or compel certification or appointment if the position is no longer available.

SECTION 11. Section 3.05.100 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.100 Medical/psychological examinations.

It is the policy of the city to employ persons with physical and mental health consistent with the physical and mental demands of the positions to be filled. It is likewise the policy of the city not to discriminate against applicants due to physical or mental disabilities where such disabilities can be reasonably accommodated. In order to achieve these goals, the city may require job related physical examinations for identified positions pursuant to the following, and related sections of Chapter 3.12. The city may also require psychological examinations for public safety employees and related staff.

A. Pre-Employment Physical. No appointment to a probationary position shall be final, certified or completed until applicable physical and psychological examinations of the applicant have been completed and the director has determined that the applicant is fit for duty in accordance with this section.

B. Appointments. The director shall be responsible for scheduling appointments with the physician or other medical practitioner appointed by the city for all examinations. The department head shall notify the director whenever a potential appointment is planned and shall inform the designated appointee of the requirement for physical and psychological examinations.

C. Notification. The physician or other medical practitioner appointed by the city will conduct the physical or psychological examination in accordance with the city's medical standards for the position and will promptly advise the director whether the person is medically qualified, conditionally qualified, conditionally disqualified, or medically disqualified. The director will make the final determination regarding medical/physical fitness for appointment or the availability of reasonable accommodation for any physical or mental condition and will notify the department head and the potential appointee of the results and his or her determination.

D. Confidentiality. In order to protect patient-physician relationships and protect the potential appointees' privacy rights, the results of the examination or information derived from it, shall be confidential.

E. Applicant Responsibility. It is the responsibility of the prospective appointee to complete the applicable physical and psychological examinations at the time set by the city. Failure to do so or a finding by the director based upon the examination that the person is not fit for appointment shall constitute a basis for not confirming appointment.

SECTION 12. Section 3.05.120 of Chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.120 Types, duration, and priorities of employment lists.

A. Types and Duration. The types of employment lists used in appointing persons to vacant positions in the classified service are:

1. Reinstatement. Reinstatement lists for employees who have been laid off are outlined in Section 3.07.120 of these rules.

2. Demotion. A demotion employment list shall consist of the names of employees who have requested voluntary demotion. The city manager may authorize the filling of any vacancy by demotion of an employee. Upon request of an employee who desires to demote voluntarily to a lower level position for which the employee is qualified, the director may certify the employee eligible for appointment to the lower level position. Requests for voluntary demotion shall be valid for a period not to exceed one year unless withdrawn earlier at the request of the submitting employee.

3. Promotion. A promotional employment list shall consist only of the names and examination scores of regular employees who have successfully passed each phase of the examination process, and shall be listed by final rank order. Promotional lists shall be valid

initially for a period of six months, except that lists for sworn fire suppression and prevention personnel shall be valid for an original period of one year and may be extended by the director up to two years unless the list is reduced to three or fewer eligible candidates. The director may extend a list with three (3) or fewer eligible candidates in special circumstances upon request from a department head.

4. Transfer. A transfer employment list shall consist only of the names of regular employees who have requested transfer to another position having the same classification as any position in which they held regular status within the previous three years. Such transfer requests should be submitted to and on forms prescribed by the director. Transfer lists shall be valid for a period not to exceed one year unless withdrawn earlier at the written request of the submitting employee.

5. Reemployment. A reemployment list shall consist only of the names of regular employees who have resigned their employment with the city and were in good standing at the time of resignation. Those employees who submit to the director a written request for reemployment, and the reasons therefor, within two (2) years of their last date of city employment, may be placed on a reemployment list and be eligible for certification to the classification held at the time of resignation. Reemployment lists shall be valid for a period not to exceed one year and may be extended an additional six months by the director. Employees who are reemployed shall be regarded as new employees in all respects, including the serving of a probationary period, except as otherwise provided in these rules.

6. Open. An open employment list shall consist of the names of those persons who compete in open and open/promotional examinations, and whose examination scores are such that they achieve placement on the open employment list based on a rank order of highest to lowest qualifying scores. Open lists shall be valid for an initial period of six months and may be extended by the director up to two years unless the list is reduced to three or fewer eligible candidates. The director may extend a list with three (3) or fewer eligible candidates in special circumstances upon request from a department head. Open lists created as a result of continuous examinations shall remain in effect for not more than two years after the administration of the last examination, unless sooner exhausted.

B. Priorities. The priorities for utilizing employment lists shall generally be in the same order they are listed in subsection A above. However, nothing in this or related sections is to be construed as limiting the appointment decisions of the department head or city manager. Rather, the priority order of employment lists represents a discretionary guide to the sequence in which certification by the director to the department head may occur until a selection is made.

SECTION 13. Section 3.05.160 of chapter 3.05 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.05.160 Effective utilization of open employment lists.

The proper and continuous operations of city departments require the prompt certification of well qualified persons to departments when vacancies occur. In order to assist departmental operations by expediting referral of eligible candidates, it is necessary and in the best interest of the city to utilize open employment lists effectively. To this extent, the director may:

A. Extend such open lists to the maximum allowable period set forth in Section 3.05.120A.6.; or

B. Supplement or combine open lists as necessary as provided in Sections 3.05.020, 3.05.030 and 3.05.130.

SECTION 14. Section 3.06.020 of Chapter 3.06 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.06.020 Notice to director.

Whenever a vacancy in the classified service is to be filled, the appointing authority shall notify the director in the manner prescribed. If there is no employment list available for a class, the director shall decide the manner in which the position shall be filled pursuant to Section 3.05.010.B.

SECTION 15. Section 3.06.030 of Chapter 3.06 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.06.030 Appointments.

A. The department head shall arrange for a convenient time and place to conduct departmental evaluations of eligible persons, and shall notify them. Following appropriate candidate review, the department head may recommend an appointment to the city manager. The candidate(s) selected for appointment consideration shall be certified by the department head to the director, who shall arrange for medical and psychological (if applicable) examinations, fingerprinting, and any other pre-employment testing deemed to be necessary and appropriate.

The director may approve or disapprove the recommended appointment. If approved, the department head shall notify the appointee and, if the person accepts appointment and reports for duty within such period of time as prescribed by the department head, the applicant shall be deemed to be probationally appointed; otherwise, the applicant is deemed to have declined appointment.

B. Unless authorized as an exception by the city manager, no appointment of a new employee shall be made until the results of a medical examination (if applicable), psychological examination (if applicable) and background evaluation have been received by the director.

SECTION 16. Section 3.06.140 of Chapter 3.06 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.06.140 Length of probationary period.

The city manager shall establish probationary periods for each classification of employment in city service. Effective February 1, 2015, all original and promotional appointments for full-time and part-time positions shall be tentative and subject to a probationary period equivalent to 12 months of service.

Employees serving a probationary period shall have their probationary period extended one full pay period for each pay period that the employee is absent for a majority of that pay period regardless of the reason for such absence. Provided, however, that no probationary period, original and/or extended, may last longer than one year of actual hours. Actual hours worked excludes absences from work, leave or limited duty assignments or additional work beyond normal working hours pursuant to Section 3.01.040. Approved vacation leave shall count as actual hours worked.

SECTION 17. Section 3.07.040 of Chapter 3.07 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.07.040 Demotion.

A. Voluntary. Regular employees may request a voluntary demotion by submitting a written request to the director. Approval of the request shall be at the sole discretion of the city manager. Voluntary demotions shall be made only to a position for which the employee possesses the minimum qualifications. Upon approval of an employee's request for voluntary demotion, the employee shall be given at least five days' written notice prior to the effective date. Voluntary demotions shall be entered into the employee's personnel records, including the establishment of a new anniversary date.

B. Involuntary.

1. Involuntary, nondisciplinary demotions may be initiated by the city manager as an alternative to layoff pursuant to Section 3.07.120.

2. An employee promoted to and later demoted from an appointive position in the unclassified service shall be reinstated to the employee's former classified position if the employee held nonprobationary status in that position.

3. An employee demoted to a position in a class with a lower salary range shall be reduced in salary as follows:

a. Disciplinary demotions may be assigned to any salary step in the lower class range which is at least one step less than that received in the class from which the employee was demoted. A new anniversary date shall be established on the effective date of the demotion.

b. Nondisciplinary demotions shall be assigned to that salary step the employee would have received in the lower class if the employee's service had been continuous in the lower class based on the original appointment date, which would be retained.

SECTION 18. Section 3.07.080 of Chapter 3.07 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.07.080 Working in a higher class—General provisions applicable to all employees.

A. General. Whether to pay a higher salary to employees performing higher level job responsibilities due to operational necessity is based on such considerations as: the employee's ability and qualifications to perform at a higher level, whether the employee would be required to perform only routine or a significant range of the higher job responsibilities, whether the lower level position is in direct line and job scope of the higher class, and the length of time necessary for an employee to perform in a higher class. The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in city service. Authorization for an assignment to work in a higher class must be given by the employee's supervisor and, except under emergency circumstances, requires advance approval of the department head, director and the city manager.

B. Seniority and Out of Class. Work periods in higher class assignments shall not apply toward seniority or time-in-class considerations for layoff purposes as regards the higher class.

C. Compensation. Compensation for out of class assignments are as set forth in applicable labor agreements.

SECTION 19. Section 3.11.040 of Chapter 3.11 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.11.040 Pay periods and reports.

A. Pay Periods. Pay periods shall be established by the city manager. Except as otherwise provided, all paychecks for salaries and wages of officers and employees who are paid on a biweekly basis shall be delivered to such officers and employees upon the Friday next following completion of the pay period. All paychecks shall be available for delivery to the payees on and after noon of each payday; provided, that if any payday shall fall upon a holiday,

the working day preceding such holiday shall be the payday for that period, in which event paychecks shall be available for delivery to the payees on and after 4:00 p.m. Employees who resign or retire will receive their final paycheck at the next regularly scheduled payday. Employees who are terminated will receive their paycheck on their final day of service with the city.

B. Time Sheets. Employees will submit their time for pay purposes on a time sheet prescribed by the chief finance officer. The employee's assigned supervisor shall review, correct where appropriate, and approve payroll time sheets, and otherwise ensure expeditious processing of payrolls. Department heads, or designees, shall review time sheet records on a regular basis. Employees will only submit time actually worked unless a form of leave time supplements the time not worked.

SECTION 20. Section 3.11.070 of Chapter 3.11 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.11.070 Overtime and holiday work.

A. Overtime. Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the city and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

Employee Work Schedule	Overtime
Eight hours per day, five days per week (5/8 plan)	Over 40 hours per week, Saturday—Friday
10 hours per day, four days per week (4/10 plan)	Over 40 hours per week, Saturday—Friday
A 9/80 flex-time schedule (eight nine-hour days and one eight-hour day during each pay period)	Over 40 hours per Fair Labor Standards Act per week. The week varies based upon the employee's 9/80 schedule
Flex 40 schedule	Over 40 hours per week, Saturday—Friday
24 hours per shift (56-hour work-week)	Over 24 hours per shift for shift extensions
12 hours per shift, 48/36-hour two-week cycle	On 48-hour week, over 40 hours. On 36-hour week, all hours over 40

See applicable MOUs for other schedules.

B. Hours Excluded from Overtime. Workers' compensation leave, unpaid leave, suspensions, and a partial week worked by a new employee upon commencing employment are not considered hours worked for overtime purposes, regardless of bargaining unit.

C. Unpaid Status. No employee may be required to work overtime during any scheduled work week in which the employee is on an unpaid status due to disciplinary action.

D. Non-24 Hour Employees. Employees not assigned a 24-hour shift shall be compensated as follows for overtime worked:

1. Local 39, Confidential and RFF Unit Employees. Overtime in excess of eight minutes or more shall be compensable and shall be rounded to the nearest 15 minutes. Overtime is compensable in increments of 15 minutes.

2. RPA, RPOA and IBEW Unit Employees. Overtime is compensable at 15 minutes and rounded to the nearest 30 minutes. Overtime is compensable in increments of 30 minutes.

E. Overtime Rate. Overtime shall be compensable at the rate of one and one-half times the employee's base hourly rate except as noted in subsection F of this section and in applicable MOUs.

F. 24-Hour Employees. Employees at water and wastewater treatment plants and in the fire service who work a 24-hour shift shall be compensated as follows for overtime worked:

1. Emergency Overtime. Emergency overtime shall be compensated at double the employee's normal hourly rate. "Emergency overtime" is defined as all calls in which the employee is called back to work on the employee's normal day off to fight a fire, assist in a hazardous spill, assist at a major accident scene, or any emergency classified as "all call."

2. Regular Overtime. Regular overtime shall be compensated at one and one-half the employee's normal hourly rate. "Regular overtime" is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned in subsection (F)(1). Emergency calls during an extra shift assignment shall be compensated at the regular overtime rate.

3. Shift Extension. If an employee is called to work early or is required to work beyond the employee's normal work shift, compensation for overtime shall be calculated in accordance with subsections D and E of this section.

4. Holidays, sick leave, compensatory time off, vacation leave and floating holidays are considered time worked for the purposes of computing overtime.

G. Incidental Overtime. Those employees assigned to a 24-hour work shift will be compensated for incidental overtime for overtime of eight hours or less on a given day. If an employee works more than eight hours of overtime, the entire eight-hour period shall be compensated at the regular overtime rate. The incidental overtime rate is computed based on the

hourly wage of an eight-hour per day employee. The regular overtime rate is based on a 24-hour shift assignment, i.e., 2,912 hours annually.

H. **Compensatory Time.** Compensatory time shall be governed as follows:

1. Regular and probationary employees may, with the prior approval of their supervisor, accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of compensatory time worked.

2. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from city service.

3. Upon separation, the employee will be paid at the employee's current hourly rate or average hourly rate over the last three years, whichever is higher, for the remaining compensatory balance.

4. Maximum accumulation of compensatory time shall be as follows:

Eligible employees may not exceed the maximum hours of accumulation listed below at any one time on the city's payroll system:

Service Unit	Hours
RFF	480
RPOA	240
RPA	240
Local 39	240
Confidential	240
IBEW	240

5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or be paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.

I. **Management Employees.** Generally, management employees shall not be entitled to overtime compensation except as otherwise approved by the city manager.

J. **Holidays for Shift Workers.** Employees assigned to shift work, whose regular work schedule requires work on a holiday, shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be in accordance to Sections 3.12.150 and 3.12.160.

K. **Holidays for Non-Shift Workers.** Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:

1. If an employee works the holiday and does not receive any other scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and one-half the employee's base hourly rate (for actual number of hours worked on the holiday).

2. If an employee works the holiday and receives another scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of one and one-half the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled workday off within the period of five working days before to five working days after the worked holiday with corresponding notations upon appropriate payroll reports.

SECTION 21. Section 3.12.010 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.010 General hours of work.

The city manager shall be responsible for assigning or modifying work schedules. Unless otherwise prescribed in writing by the city manager, the workweek and work schedule for each position shall be as follows:

A. Workweek. The workweek for full-time positions shall be 40 hours unless otherwise defined in applicable labor agreements. Other exceptions may include employees working under an approved flexible schedule.

B. Work Schedule. The work schedule for each position shall be as established by the department head who may change such schedules from time to time based on departmental operations and approval of the city manager.

C. Flexible Schedules. Flexible schedules may be approved by the city manager upon recommendation of the director and justification by a department head.

D. FLSA Work Period. For purposes of the Fair Labor Standards Act ("FLSA"), the work period for city employees shall be as follows:

1. Seven days (Saturday 12:00 a.m. through Friday 11:59 p.m.); or

2. Employees working a 9/80 alternative work schedule shall have an FLSA workweek in accordance with 29 C.F.R. Section 778.105. An employee's 9/80 workweek, for FLSA purposes, will begin four hours after the start time of the day of the week which constitutes the employee's regular day off (the "eight-hour flex day off"). The workweek shall end exactly 168 consecutive hours later, four hours into the scheduled eight hour workday. After a schedule has been established, neither the eight-hour day nor the flex day off shall be changed.

The employee's permanent schedule shall be documented and kept with the employee's department/division timekeeper; or

SECTION 22. Section 3.12.050 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.050 Job abandonment.

Employees who are absent from assigned work stations and schedules for three consecutive workdays (or two work shifts where applicable), without official leave approval shall be considered absent without leave. In such cases the department head shall give notice in person or by first class mail to the absent employee's last known address, notifying the employee to report to work or give good reason why work cannot be resumed by the next workday/shift after receipt of such notice. Should the employee fail to respond by the next workday/shift after notice, or should such notice be returned to the city as undeliverable, such employee shall be deemed to have voluntarily resigned from city employment. Additionally, should such employee return to work following an unauthorized absence, the employee may be subject to disciplinary action.

SECTION 23. Section 3.12.060 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.060 Vacation leave.

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

A. Eligibility. All full-time and part-time employees in the classified service and unclassified service as defined in Section 3.01.050(B)(1) shall be entitled to annual vacation leave with pay. Each employee will be granted the accrued vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the city manager, who may approve or disapprove such variances.

B. 1. Accrual. Unless otherwise specified in applicable labor agreements, each full-time eligible employee identified in subsection A shall accrue vacation leave, subject to the conditions stated in this section, with pay as follows:

Service Category	Biweekly Accrual	Days/Year Equivalent	Max. Hours Accrual
New employee to completion/4th year	3.693/hr	12 days (96 hours)	192
Start of 5th year to completion/9th year	4.307/hr	14 days (112 hours)	240
Start of 10th year to completion/14th year	4.923/hr	16 days (128 hours)	272
Start of 15th year to completion/19th year	5.538/hr	18 days (144 hours)	304
Start of 20th year and succeeding years	6.153/hr	20 days (160 hours)	336

Employees working a part-time schedule will accrue vacation hours on a prorated basis, in proportion to the full-time equivalent (FTE).

2. As noted in subsection A of this section, new employees shall earn vacation at the biweekly rate shown above, commencing on the date of hire. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year.

3. The maximum accrual of vacation hours may not exceed the employee's annual accrual rate as specified above. This maximum level is monitored at the employee's hire anniversary date. If accrued hours exceed such amount as of the hire anniversary date, vacation accrual will be suspended until the balance is brought below the maximum accrual amount.

4. If the accrued amount exceeds specified limits, the employee shall take leave for the excess number of vacation hours or, if the department head determines that operational necessity will not permit taking such leave, the employee may be paid the straight time hourly equivalent for not more than 20 hours. Additionally, when excess vacation accrues during an employee's disability leave, jury duty, or military leave as provided in these rules, the employee shall be allowed to liquidate such excess accrual within 30 calendar days following return to duty, by means of taking such leave time or receiving straight time hourly equivalent compensation for not more than 20 hours of vacation.

C. Use. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of subsection B of this section. However, the dates and amount of vacation selected by the employee shall be subject to approval of the employee's supervisor. Vacation leave shall generally be taken in minimum increments of one full workday/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one-hour increments. Employees must request vacation leave at least 10 workdays prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request and supervisors may consider the approval of vacation leave with fewer than 10 working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the

unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the supervisor's approval.

D. Holidays Within Vacation Leave. Except for shift personnel in police, fire and the water/wastewater and power plants, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

SECTION 24. Section 3.12.080 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.080 Fitness for duty examinations.

Each employee is required to maintain the physical and mental condition necessary to perform assigned job duties. When an employee's supervisor forms a reasonable suspicion that an employee may not be fit to perform his or her job duties, the employee's supervisor shall consult with the department head and the director to determine whether the employee should be referred for an examination with a physician or other medical practitioner selected by the city and at city expense, to assess fitness for duty. The results of such examination shall be available to the director, city manager, and the department head, as may be appropriate, in the same manner as new employee examinations.

Each employee is independently responsible for compliance with the advice and recommendations made by the physician or other medical practitioner as a result of such examination. Care, treatment, or other requirements recommended by the physician or other medical practitioner shall be at the expense of the employee for non-employment related recommendations. The city shall receive from the city-selected physician, or other medical practitioner, a notice of examination completion. This notice will indicate whether further treatment or examination is required, and will contain certification as to whether the employee is fit to continue job performance. The notice will also indicate whether a modified duty assignment is needed temporarily or if a reasonable accommodation should be considered for the employee to be able to effectively continue performance of the duties assigned. In the event an employee is certified by the city appointed physician or other medical practitioner as unable to continue performance of the duties assigned to the classification, with or without reasonable accommodation, that employee shall not return to active service in that classification until a new certification is received, stating that the employee is able to continue performance of duties. If a reasonable accommodation cannot be provided, the city may consider whether the employee should be recommended for disability retirement or separated from service.

SECTION 25. Section 3.12.100 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.100 Work-related disability leave.

Employees may be granted paid disability leave based on the following circumstances, terms and conditions. The purpose of providing these programs of paid disability leave is to ensure that employees have reasonable and equitable provisions concerning their job and economic security.

A. Temporary Disability (Management, Confidential Employees). If a classified employee or unclassified employee defined in Section 3.01.050(B)(1) is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments for up to 75 calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the disability.

1. Following the initial 75 days of temporary disability, an eligible employee may supplement temporary disability payments with available leave balances (e.g., vacation, sick leave) until such balances are exhausted, for a period not to exceed 12 months.

2. During the time of work-related disability, an eligible employee will continue to accrue leave, (i.e., vacation, sick leave), until such time as all leave balances have been exhausted, for a period not to exceed 12 months.

3. During the period of time of work-related disability, the city will continue to contribute its share to the employee's health plans until such time as all leave balances are exhausted, for a period not to exceed 12 months.

B. Temporary Disability (Sworn Public Safety). In the event of a work-related temporary disability, safety employees' benefits shall be governed by Section 4850 et seq., of the California Labor Code. An employee subject to the provisions of Section 4850 et seq., of the California Labor Code shall not have any portion of his or her work-related disability leave charged against accrued sick leave.

C. Abuse and Fraud. Any employee who abuses or fraudulently uses the privileges and benefits of the temporary disability program shall be subject to disciplinary action, including termination from city service. Any employee exercising these temporary disability provisions shall be required to provide the department head and director with a copy of the attending physician's report, inform the department head and director of the anticipated duration of the disability, and keep the department head and director apprised of the medical condition at reasonable intervals prescribed by the director.

D. Holidays. If a city holiday occurs while an employee is on paid temporary disability, the employee will be paid for the holiday. If the employee has been issued a holiday bank of hours as set forth in Section 3.12.145, the bank will be adjusted accordingly.

E. Employee Status. Upon exhaustion of all accrued leave balances, an employee injured in the performance of assigned duties and who is entitled to compensation under the California Workers' Compensation Act shall continue to be employed by the city without pay until workers' compensation benefits are discontinued, or the employee reaches a permanent and stationary status that cannot be accommodated under the city's Reasonable Accommodation Policy outlined in Administrative Regulation 2.19.

SECTION 26. Section 3.12.120 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.120 Jury duty leave.

A. Compensation. An employee who has been summoned or subsequently selected to serve on a jury shall receive his or her regular rate of compensation by the city for normal work hours and days or shifts during such absence from work. No compensation will be made for jury duty occurring outside the employee's regular schedule.

B. Mileage. An employee will be allowed to retain any mileage compensation granted by the court to which the employee was summoned or selected for jury duty.

C. Documentation. An employee summoned to jury duty must provide evidence of such summons and subsequent absence from work due to jury duty through the department head to the director.

D. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the city in the same pay period the payment is received by the employee, in order to receive full city day compensation as prescribed in subsection A. This payment endorsement is to be forwarded directly to the chief finance officer by the employee.

SECTION 27. Section 3.16.020 of Chapter 3.16 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.16.020 Causes for discipline.

The following may be causes for the city to initiate disciplinary action including demotion, reduction in pay, reduction in leave balance, suspension, or dismissal of any employee, pursuant to these rules and regulations. The causes cited below are examples and are listed to alert employees to the more commonplace types of disciplinary issues. However, because human conduct is unpredictable, there may arise instances of unacceptable behavior not included in the list given below, in which the city may find it necessary and appropriate to initiate disciplinary action. In such cases, the rules governing discipline shall prevail as if the unlisted cause, issue or infraction were listed, as follows:

- A. Attendance.
 - 1. Improper or unauthorized use or abuse of sick leave;
 - 2. Excessive absenteeism regardless of reason;
 - 3. Being absent without authorized leave, repeated tardiness to assigned work station, or leaving assigned work without authorization.
- B. Behavior.
 - 1. Willful or negligent violation of the personnel rules and regulations, administrative regulations, resolutions, ordinances, and departmental rules, regulations, and policies;
 - 2. Insubordination (failure to carry out a direct order from a supervisor);
 - 3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
 - 4. Conduct that is unbecoming a city officer or employee which tends to discredit the city or city service, including the wearing of city-identified uniforms off duty into a public or private establishment, the nature of which may adversely reflect upon the city, or willful misrepresentation of the city;
 - 5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
 - 6. Falsifying information related to an employment application, payroll, or any work related record or report;
 - 7. Soliciting outside work for personal gain during the conduct of city business; engaging in outside employment for any business under contract by the city; participating in any outside employment that adversely affects the employee's city work performance; or engaging in unauthorized outside employment;
 - 8. Discourteous treatment of the public or city employees;
 - 9. Conduct interfering with the reasonable management and discipline of the city or any of its departments or divisions;
 - 10. Engaging in any political activity prohibited by Section 3.15.010 or state law;
 - 11. Violation or neglect of safety rules;
 - 12. Theft;

13. Physical altercations;

14. Any act or conduct that is discriminatory in nature towards another person's race, color, religion, ancestry, national origin, age, sex (including sexual harassment), sexual orientation, marital status, political affiliation, family care leave status, pregnancy, physical or mental disability, medical condition, or legally protected characteristic.

15. Dishonesty.

C. Work Performance.

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;

2. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period;

3. Refusal to accept reasonable and proper assignment from an authorized supervisor;

4. Intoxication, or incapacity on duty due to the use of alcohol or drugs; or illegal possession of drugs for use or sale or open container of an alcoholic beverage while on duty;

5. Driving under the influence of alcohol or drugs while on duty or revocation, suspension or nonrenewal of driver's license where job duties require driving;

6. Careless, negligent, or improper use of city property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;

7. Unauthorized release of confidential information or official records;

8. Participation in an unlawful strike, work stoppage, slowdown, or other job action against the city.

SECTION 28. Section 3.12.161 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.150 Recruitment and retention incentive—Vacation accrual rate.

Upon a department head's written request, including justification for the request, and written approval of the city manager, the appointing authority may offer a vacation accrual rate at any level set forth in Section 3.12.060(B), not limited to the new employee accrual rate, when

reasonably necessary as an incentive to recruit or retain a highly-qualified candidate or employee for a hard-to-fill managerial or unclassified position.

SECTION 29. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 30. 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 #: 7590
File #: 0600-02

Title: Out of State Travel Request - Fire Department
Contact: Rich Harlan 916-774-5837 rharlan@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval of out-of-state travel for Battalion Chief Rich Harlan and Fire Engineer Joe Lapenna, along with Steve Westphal from the Fleet Services to attend the two factory inspections of the three new fire engines being built by Pierce Manufacturing in Appleton, Wisconsin. The inspections will occur sometime during the months of June and July, 2016.

BACKGROUND

It is common practice for three (3) City representatives to attend the two (2) factory inspection trips when new fire apparatus are being built. The inspection trips are scheduled at times mutually agreed upon between the manufacturer's representative and the City representatives, in this case the inspections will occur in June and July, 2016. We are sending a member from management along with the labor/RFF co-chair of the design team/committee a fire engineer/driver to inspect the progress and ensure all specifications are being met. They will return for a final inspection before delivery this summer. A fleet mechanic also goes along for their expert input. All costs related to travel, such as air fare, lodging and meals are fully covered by Pierce Manufacturing.

FISCAL IMPACT

Overtime associated with back fill for Fire Engineer Joe Lapenna.

Fire Engineer overtime rate \$48.67 per hr.
 x 96 hrs. (four 24 hr. shifts)
 \$4,671.93 total back-fill costs

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

The out-of-state travel requested related to the fire apparatus inspection visits are not considered a "project" as defined by the California Environmental Quality Act (SEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Rich Harlan, Battalion Chief

Rick Bartee, Fire Chief

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7614

File #: 0102-10

Title: Resolution of Commendation and Appreciation to Robert Nelson

Contact: Carl Walker 917-746-1349 cwalker@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Recommend Robert Nelson to be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Carl Walker, Senior Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 0102-06

File #: 7615

Title: Proclamation - Building Safety Month
Contact: Jacqueline Kelleher 916-746-1318 jkelleher@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Proclaim May 2016 as Building Safety Month and urge citizens to participate in activities to help promote building safety, to create awareness as to the importance of construction and building codes, and to honor the role of code officials in administering those codes.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Jacqueline Kelleher, Development Technician

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7603
File #: 0709-03

Title:	Successor Agency/City Council - Reservation of Funds for Roseville Junction Station Affordable Housing Project
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us Chris Robles 916-774-5421 crobles@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 8.1.

RECOMMENDATION TO COUNCIL

City Council to adopt the attached resolution reserving \$3,760,000 from the Affordable Housing Fund, and Housing Successor Agency to adopt attached resolution reserving \$400,000 from the Low and Moderate Income Fund and \$200,000 from Housing Taxable Bonds toward the construction of the affordable housing project Roseville Junction Station.

BACKGROUND

On July 15, 2015, City Council approved Resolution #15-324, approving the execution of an Exclusive Right to Negotiate (ERN) agreement between the City of Roseville and Pacific and Church Partners, LLC, to assist in the development of the affordable housing community Roseville Junction Station. The intent of the ERN was to explore the potential development of a mixed-use housing project on a combination of public and private properties in Historic Old Town Roseville. This affordable housing project will be located at 120 Pacific Street and is near the Roseville Amtrak Station where there is a pre-designed project approved with the Roseville Downtown Specific Plan and Downtown Code.

Pacific & Church Partners, LLC met with the City's Economic Development Department and indicated their intent to partner with St. Anton Multifamily, Inc. to develop and manage the proposed project. St. Anton is a full service property management company specializing in market rate and affordable housing management. Following the direction of the ERN, staff has evaluated the application, site and building design and budget pro forma submitted by St. Anton and has deemed this project feasible.

The City's Planning Department is working with St. Anton to process an application for a Minor Design Review Permit (MDRP). The MDRP is currently being reviewed and is tentatively scheduled for City review/approval in May 2016. The proposed project deviates from the Specific Plan due to the absence of the parking structure and entertainment venue originally recommended for the pre-design project. The small footprint of the proposed site did not afford this project with the space for the entertainment venue. The parking structure was ultimately determined to be cost

prohibitive for this project and removed from the proposal as well.

Roseville Junction Station is proposed as a 100 percent affordable housing community offering 80 units to accommodate very-low and low-income households. The apartment community will be comprised of studio and one bedroom units as well as a leasing area and lounge. An activity & fitness center, and group exercise studio will accompany a clubroom with kitchen and seating for community gatherings. A residential patio extends the amenity space to the street to activate the frontage along Pacific Street. This community will be marketed as workforce housing to attract those in the service, administrative and community services industry.

St. Anton is applying to the California Debt Limit Allocation Committee (CDLAC) to secure the balance of the funding for this project. The application is due to CDLAC by July 22, 2016 and they will receive the allocation of \$5.2 million dollars in late September 2016.

FISCAL IMPACT

No general funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, this project has the potential to generate 47 jobs with the reservation of these funds.

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 allocation of funding for the Roseville Junction Station project to develop an affordable housing community in Old Town Roseville does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:**Description**

Resolution No. 16-126

Resolution No. 16-127

RESOLUTION NO. 16-126

APPROVING THE RESERVATION OF \$3,760,000 FROM THE AFFORDABLE HOUSING
FUND FOR THE ROSEVILLE JUNCTION STATION
AFFORDABLE HOUSING PROJECT

WHEREAS, on July 15, 2015, the City Council approved the execution of an Exclusive Right to Negotiate (ERN) agreement between the City of Roseville and Pacific and Church Partners, LLC, to assist in the development of the affordable housing project Roseville Junction Station; and

WHEREAS, Roseville Junction Station is proposed as a 100 percent affordable housing community offering 80 units to accommodate very-low and low-income households; and

WHEREAS, Pacific & Church Partners, LLC have indicated their intent to partner with St. Anton Multifamily, Inc. to develop and manage the proposed project; and

WHEREAS, staff recommends reserving \$3,760,000 from the Affordable Housing Fund for project construction costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it hereby approves reserving \$3,760,000 from the Affordable Housing Fund toward the construction of the Roseville Junction Station affordable housing project.

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

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY
OF THE CITY OF ROSEVILLE

RESOLUTION NO. 16-127

APPROVING THE RESERVATION OF FUNDS FOR THE ROSEVILLE JUNCTION
STATION AFFORDABLE HOUSING PROJECT

WHEREAS, on July 15, 2015, the City Council approved the execution of an Exclusive Right to Negotiate (ERN) agreement between the City of Roseville and Pacific and Church Partners, LLC, to assist in the development of the affordable housing project Roseville Junction Station; and

WHEREAS, Roseville Junction Station is proposed as a 100 percent affordable housing community offering 80 units to accommodate very-low and low-income households; and

WHEREAS, Pacific & Church Partners, LLC have indicated their intent to partner with St. Anton Multifamily, Inc. to develop and manage the proposed project; and

WHEREAS, staff recommends reserving \$400,000 from the Low and Moderate Income Fund and \$200,000 from Housing Taxable Bonds for project construction costs.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency of the Redevelopment Agency of the City of Roseville that it hereby approves reserving \$400,000 from the Low and Moderate Income Fund and \$200,000 from Housing Taxable Bonds toward the construction of the Roseville Junction Station affordable housing project.

PASSED AND ADOPTED by the Successor Agency this ____ day of _____, 20__, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

ABSTAIN AGENCY MEMBERS:

CHAIR

ATTEST:

Secretary



COUNCIL COMMUNICATION

CC #: 7609

File #: 0206-03-01 & 0215

Title: Westpark Communities Development Impact Fee Deferral for West Roseville
Specific Plan Parcel W-70 - 4375 Brookstone Drive

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

Meeting Date: 4/20/2016

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve a resolution authorizing the City Manager to sign the Deferred Fee Agreement for certain development impact fees not to exceed \$485,587.88. The Deferred Fee Agreement allows for the construction of an Elementary School within the West Roseville Specific Plan (WRSP), Parcel W-70 (4375 Brookstone Dr., Roseville CA). The resolution provides for an interest rate of 3% on the monies deferred with repayment on or before July 31, 2017. See Attachment 1 Deferred Fee Agreement.

BACKGROUND

The City of Roseville has offered a fee deferral program through the Economic Development Department since the mid 1990's. The fee deferral programs are an incentive to encourage non-residential and residential development and only apply to City controlled fees.

Schools within the West Roseville Specific Plan (WRSP) are constructed under a "Developer Build" program. To date, two elementary schools (Fiddymment Farms and Junction) and one middle school (Chilton) have been constructed within the WRSP. In June 2012, the City Council granted approval of a fee deferral to the Roseville City School District for the Fiddymment Farm Elementary School that was custom to their needs. Specifically, this fee deferral was for a one year time period in the amount of \$434,480.00. The Elementary School was built on schedule and the deferred fees were paid to the City as scheduled (by June 2013).

On February 16, 2016, the City's Economic Development Department received a request for a fee deferral from Westpark Communities LLC on behalf of the Roseville City School District (see Attachment 2). The Roseville City School District has determined the need for the construction of the next elementary school in the WRSP to accommodate a growing K-5 student population within Westpark community. The proposed elementary school will be located north of Pleasant Grove Boulevard and west of Westbrook Boulevard at 4375 Brookstone Drive, Roseville, CA (WRSP Parcel W-70). According to the Roseville City School District, the school is proposed to be 43,953 sq. ft. in size. Construction of the elementary school is anticipated to be completed June 2017 and open for enrollment fall 2017. As with the Fiddymment Farm Elementary School, the

proposed fee deferral is critical in getting the school built on schedule.

In the case of public schools, the review and approvals are granted by the State. The City does not issue a Building Permit or a Certificate of Occupancy. Therefore, the fee deferral for a public school is more complicated as the usual security for payment (i.e. withholding the occupancy permit) is not available. In reviewing the options available to the City to secure its ability to collect the fee deferral, staff determined that a three party fee deferral agreement between the City, the School District and the Developer to be the appropriate mechanism to accommodate the fee deferral request. Given the success of the previous school facility fee deferral and approval of the Fee Deferral Agreement, it would be appropriate to accommodate the request to defer impact fees to a date certain (on or before July 31, 2017).

Consistent with City policy, the development impact fees proposed for deferral are those that are City controlled; the fee types/amounts are identified below:

<u>Fee Type</u>	<u>Fee Amount</u>
Fire Service Construction Tax	\$20,885.70
Regional Sewer Fee	\$211,897.60
Local Sewer Fee	\$9,815.50
Water Connection Fee - Domestic	\$100,140.30
Solid Waste Fee	\$14,944.02
Electric Backbone Fee Three Phase	\$127,934.76
Total	\$485,587.88

Staff is in agreement with this request.

According to the Roseville Municipal Code all non-residential fee deferrals are required to be approved by the City Council.

Additionally, in 2014 the State approved an Assembly Bill, AB No. 562 affecting non-residential/commercial subsidies and deferrals. The new legislation requires that cities provide a report and hold a public hearing before approving economic subsidies and deferrals of \$100,000 or more. In addition to the public hearing and report approving each subsidy and/or deferral, cities would be required to hold public hearings on those subsidies at five year intervals.

The typical construction and inspection timeframe for commercial construction is approximately 6-18 months.

FISCAL IMPACT

The deferral of development impact fees results in a minor cost to the City. According to the City's Finance Department an interest charge of 3% is expected to recover the loss of interest during the time frame of this deferral. Approval of the 3% interest charge will result in no impact to the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

The proposed development impact fee deferral will allow the WRSP Parcel W-70 elementary school construction to proceed as scheduled bringing construction and permanent jobs to the City of Roseville.

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)). Approval of the resolution authorizing Council's direction to defer development impact fees itself does not include the potential for a significant environmental effect. Therefore, this fee deferral request is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-132

Westpark - Deferred Fee Agreement 3 Party

RESOLUTION NO. 16-132

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE,
ROSEVILLE SCHOOLS, LLC AND ROSEVILLE CITY SCHOOL DISTRICT
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Deferred Fee Agreement regarding elementary school on Parcel W-70 of the West Roseville Specific Plan, by and between the City of Roseville, Roseville Schools, LLC and Roseville City School District, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

DEFERRED FEE AGREEMENT

THIS DEFERRED FEE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between the City of Roseville, a municipal corporation ("City"), Roseville Schools, LLC, a California limited liability company ("RS") and the Roseville City School District, a school district duly organized and validly existing under the Constitution and laws of the State of California ("District").

WITNESSETH:

A. RS is the owner of a parcel of real property located in the City, commonly known as Parcel W-70, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). RS intends to construct improvements and school facilities on the Property (the "Project"), on behalf of the District.

B. RS desires to defer payment of certain City fees related to the Project, and City is agreeable to such deferral on the terms set forth in this Agreement.

C. District will take possession and ownership of the school facilities constructed by RS upon completion of the Project.

D. The parties acknowledge that they are entering into this Agreement at the request of RS, and that deferral of fees will result in costs to City.

NOW, THEREFORE, the parties agree as follows:

1. Deferred Fees. As allowed by the City's Municipal Code and pursuant to the terms of this Agreement, the time for payment of the City fees described in Exhibit B, attached hereto and incorporated herein by this reference (collectively, the "Deferred Fees"), which are payable in connection with RS's construction of the Project, is hereby deferred until the earlier to occur of (i) five days after receipt of funding from the State of California for the State's share of the Project or (ii) July 31, 2017 (the "Deferred Payment Date").

2. Interest on Deferred Fees. The total amount of the Deferred Fees shall bear interest equal to the City's ten year average investment rate, commencing on the date on which the fees were otherwise due to the City through, and including the Deferred Payment Date. For this Agreement the interest rate on the Deferred Fees shall be three percent (3%) simple interest per annum. Interest shall be calculated on a simple basis. Interest shall accrue on the unpaid balance with all interest due and payable by the Deferred Payment Date.

3. Set Aside. To ensure a source of funds available to pay the Deferred Fees on the Deferred Payment Date, District shall set aside all school fees that District receives from or on account of developers in connection with the issuance of building permits for residential and commercial construction within the West Roseville Specific Plan area beginning on January 1, 2017 and continuing until the earlier to occur of (i) June 1, 2017, and (ii) the date that District has set aside an amount equal to the total amount of the Deferred Fees.

4. Default. If RS fails to pay the Deferred Fees in full on the Deferred Payment Date, City shall notify RS and the District in writing. Should RS fail to pay the Deferred Fees in full within five days after City gives notice, City may, in addition to its other available remedies, turn off the water supply to the Property for all uses other than fire suppression, until such time as the Deferred Fees are paid in full.

5. Notices. Any notice to any party relating to this Agreement shall be in writing and given by delivering the same to such party in person, or by sending the same by certified mail, return receipt requested, with postage prepaid, or by delivering any notice by nationally recognized overnight delivery service (such as Federal Express), to the following addresses:

CITY:	DISTRICT:	RS:
City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: Chris Robles, Economic Development Director	Roseville City School District 1050 Main Street Roseville, CA 95678 Attn: Derk Garcia, Superintendent	Roseville Schools, LLC c/o Westpark Communities 1420 Rocky Ridge Drive, Suite 265 Roseville, CA 95661 Att: Jeff Jones
With a copy to:	With a copy to:	With a copy to:
City Attorney City of Roseville 311 Vernon Street Roseville, CA 95678 Att: Robert Schmitt	Kronick, Moskovitz, Tiedemann & Girard 400 Capitol Mall, 27th floor Sacramento, CA 95814 Attn: Constantine Baranoff	Stice Block 2335 Broadway, Suite 201 Oakland, CA 94612 Att: Matt Berrien

Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided therein. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations and understandings of the parties, oral or written.

7. Amendment. This Agreement shall not be amended, modified, revoked or terminated, and no obligation, duty or liability of any party may be released, discharged or waived, except by a written instrument duly executed by the parties.

8. Attorneys' Fees. In the event of any arbitration, legal action or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs and litigation

expenses, as determined by the arbitrator/court. The term “prevailing party” as used herein includes, without limitation, a party: (a) who agrees to dismiss an Action on the other party’s performance of the covenants allegedly breached, (b) who obtains substantially the relief it has sought, or (c) against whom an Action is dismissed (with or without prejudice).

9. Venue; Governing Law. 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.

10. Recitals. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

11. Headings. The headings of the various sections of this Assignment are included solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Assignment.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

13. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in triplicate 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 _____, 2016, and District and RS have caused this Agreement to be executed.

City:

City of Roseville, a municipal corporation

District:

Roseville City School District, a school district organized and existing under the laws of the State of California

By: _____
Rob Jensen
City Manager

By:  _____
Derk Garcia, Superintendent

ATTEST:

RS:

Roseville Schools, LLC, a California limited liability company

BY: _____
Sonia Orozco
City Clerk

By: _____
Jeff Jones, Manager Member

APPROVED AS TO FORM:

BY: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Chris Robles
Economic Development Manager

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in triplicate 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 _____, 2016, and District and RS have caused this Agreement to be executed.

City:

City of Roseville, a municipal corporation

District:

Roseville City School District, a school district organized and existing under the laws of the State of California

By: _____

Rob Jensen
City Manager

By: _____

Derk Garcia, Superintendent

ATTEST:

RS:

Roseville Schools, LLC, a California limited liability company

BY: _____

Sonia Orozco
City Clerk

By: _____


Jeff Jones, Manager Member

APPROVED AS TO FORM:

BY: _____

Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Chris Robles
Economic Development Manager

EXHIBIT A
The Property

The real property situated in the City of Roseville, County of Placer, State of California,
described as follows:

Lot 15, as shown on the Final Map of Westpark Phase 4 Large Lot Subdivision Map No. 00176,
filed for record August 16, 2013 in Book CC of Maps at Page 53, Placer County Records

APN: 496-020-024-000

EXHIBIT B
DEFERRED FEES

W-70 School Site - WRSP

The actual project fees shall be calculated by the City, the fees and maximum amounts eligible for deferral are stated below.

<u>Fees</u>	<u>Cost</u>
1. Electric Backbone Fee	\$127,934.76
2. Fire Construction Fee	\$20,885.70
3. Sewer Connection Fee - Regional	\$211,897.60
4. Sewer Connection Fee – Local	\$9,815.50
5. Water Connection Fee	\$100,140.30
 Total Maximum Deferred Fees	 \$485,587.88



COUNCIL COMMUNICATION

CC #: 7602

File #: 0102

Title: Request for Council Discretionary Funds
Contact: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 9.1.

RECOMMENDATION TO COUNCIL

The City Council has received the following requests for discretionary funding and can at this time discuss and consider each request for approval by motion:

- Adelante High School for Safe and Sober Grad Night Sponsorship
- Granite Bay High School for Safe and Sober Grad Night Sponsorship
- Independence High School for Safe and Sober Grad Night Sponsorship
- Oakmont High School for Safe and Sober Grad Night Sponsorship
- Roseville High School for Safe and Sober Grad Night Sponsorship

The balance remaining in the Council's Discretionary Funds for FY2016 is \$4,872.00

Safe and Sober Grad Night Activities

Five of the seven local high schools in the Roseville Joint Union High School District have submitted a request for the City Council to provide a sponsorship in the form of a discretionary funds donation for the Safe and Sober Grad Night events for this year's graduating seniors. The City Council has funded prior years' requests for Safe and Sober Grad night activities at \$500 per school.

All written requests have been included with this report for your review. In addition, representatives from each of the five high schools have been invited to attend the meeting and be available to answer any questions for Council.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual

earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Discretionary Fund Request Letters

Adelante High School



Amy Lloyd
Principal

Sybil Healy
Assistant Principal
Kim Wolfe
Counselor

March 2, 2016

RECEIVED BY
MAR 07 2016
CITY MANAGER'S OFFICE

Ms. Amy Ruiz
Management Assistant
City Manager's Office
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Members of Council:

The Adelante High School class of 2016 is preparing to graduate on Thursday, May 26, 2016. On behalf of the staff and students, we would very much appreciate any help and support in being considered by the City Council Discretionary Funding in supporting Adelante High School's Safe and Sober Graduation.

In lieu of an "after graduation party," our focus is on safety and sobriety. The AHS staff treats the entire senior class to a catered Senior Luncheon. In addition to paying for their lunch, we present numerous awards and certificates. This luncheon is very special to everyone at Adelante High School. This is the one time that our staff can get together with the graduating seniors before sending them off into the world.

Finally, the reminder to "stay safe and sober-the choice for me is alcohol and drug-free" are highlighted in our graduation program. We note in a prominent place in the program that "all safe and sober graduation activities are sponsored by the City of Roseville".

As always, funding for these events is a consideration. We have enjoyed your support in years past and would sincerely appreciate any help you can give us to keep these safe and sober graduation traditions alive.

Sincerely,

Amy Lloyd
Principal



GRANITE BAY HIGH SCHOOL

A CALIFORNIA DISTINGUISHED SCHOOL

INTERNATIONAL BACCALAUREATE
DIPLOMA PROGRAM



RECEIVED BY

MAR 08 2016

CITY MANAGER'S OFFICE

March 2, 2016

Amy Ruiz

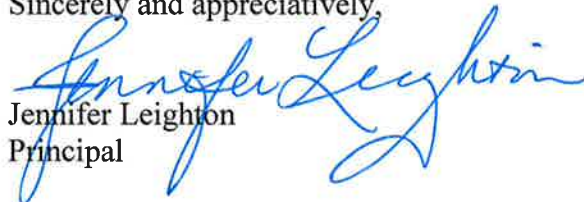
Management Assistant
City Manager's Office
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Members of Council:

Sober Grad Night is rapidly approaching. In prior years the Roseville City Council has generously donated to our school to support this vitally important event. I hope the Council will still consider supporting Granite Bay High School's Sober Grad Night to any degree prudent. Our parent committee and graduating seniors will appreciate any level of support.

Thank you for considering this request,

Sincerely and appreciatively,


Jennifer Leighton
Principal



Roseville Joint Union High School District

Independence High School

Debra Latteri, Principal
Deborah Landis, Counselor

125 Berry Street
Roseville, California 95678
(916) 786-0793
FAX (916) 786-3389

3/9/2012

To: Amy Ruiz, *Management Assistant*, City of Roseville

Subject: Sober Graduation Sponsorship

Hello Amy,

My name is Danny Schauberger and I am the Activities Director at Independence High School. The Independence High School Student Government class and I are seeking sponsorship for our Sober Grad activities. Independence High School is planning to have a Senior Mixer and a Senior Luncheon on the day of graduation. Our Student Government funds cannot completely support this event. Therefore, we respectfully request a \$500.00 sponsorship from the Council Discretionary Fund to help support our school efforts to promote safe and sober graduation activities.

Let me thank you in advance for any support you provide the seniors of Independence High School.

Sincerely,

Danny Schauberger
Social Science Teacher
Student Government/Yearbook Advisor
Independence High School
(916) 786-0793 x1423

RESPECT · RESPONSIBILITY · RIGHT CHOICES

Oakmont High School
Oakmont Parents Club
1710 Cirby Way
Roseville, Ca 95661



RECEIVED BY
FEB 25 2016
CITY MANAGER'S OFFICE

January 19, 2016

Dear Supporter,

You are a business owner or leader who has a stake in the safety and security of our Oakmont High School Seniors and shares our desire to stress the importance of behaving responsibly. Statistically, high school graduation night is the most dangerous evening in a young adult's life. Since the inception of Oakmont High's Sober Grad Night, we have been very successful in keeping our graduates safe. Please help us provide a fun, safe & secure environment for one the most significant celebrations in a high school graduate's life – Sober Grad Night. OHS Sober Grad Night is a safe and sober celebration for graduates funded by ticket sales (\$75 per senior), fundraisers and sponsorships/donations from parents, the community, businesses, other non-profits and our city/regional leaders.

The 2016 Sober Grad Night will be at Golfland Sunsplash and seniors will get on the bus immediately after graduation on May 27, 2016. There will be entertainment, food, games, prizes and much more. This all-night party requires a tremendous amount of collaborative work and huge commitment from parents, educators and members of our community.

We would like to count on your tax-deductible contribution to help us make Sober Grad Night possible. Our overall budget is \$20,000, which pays for the venue, transportation, T-shirts and a few extra activities. A little over \$13,000 should come from Sober Grad ticket sales, leaving the \$7,000 balance to come from fundraising and donations. Of course, more is better so we can help those graduates attend that need some financial assistance, because usually the kids that need assistance correlate to kids being at risk of making irresponsible decisions. Please help us ensure that a safe and sober graduation celebration for our students by becoming a 2016 OHS Sober Grad Night donor.

For your convenience, a Sober Grad Night Donation form is included with this letter. Please show your support by mailing the form and your check back to us today.

Thank you for helping keep Graduation Night safe, sober and fun for the Oakmont High School Graduating Class of 2016.

Sincerely,

Monique Oxford
OHS Sober Grad Chair
Tax ID #68-0071586



#1 Tiger Way
Roseville, California
95678

916/ 782-3753
916/ 786-3846 fax

David Byrd
Principal

Jon Coleman
Assistant Principal

Stephanie Malia
Assistant Principal

Matt Pipitone
Assistant Principal

Jason Wilson
Assistant Principal

Jason Bradley
Counselor

Jeff Clark
Counselor

Philomena C. Crone
Counselor

Gracie Fernandez
Counselor

Nancy Muñoz
Counselor

Robyn Pasco
Counselor

March 11, 2016

Roseville City Council
3311 Vernon Street
Roseville, CA 95678

Dear Members of the Roseville City Council,

On behalf of the Roseville High School Sober Graduation Committee, I'd like to thank the Roseville City Council for their continued support of Roseville High School and our annual Sober Graduation event. Your generous contributions help provide a safe and sober graduation celebration for our seniors. The Roseville High School community and our parents find comfort in knowing that their children have a safe and healthy option following their graduation ceremony. Thank you again for making a difference.

This year, the Sober Graduation Committee is planning an evening at Hornblower's, San Francisco Bay for a night cruise. As you can imagine, the cost is substantial and we are asking for donations to keep the registration costs reasonable for our graduates. I respectfully request that the City of Roseville continue its tradition of supporting our students by making a \$500 donation to the RHS Sober Graduation Committee.

Thank you for your time and support.

Sincerely,

David Byrd
Principal

Roseville High School Sober Grad Incorporated is a Non-Profit Organization
503 © Tax ID Number 26-3565586



COUNCIL COMMUNICATION

CC #: 7606
File #: 0800-04

Title: Road Resurfacing Update
Contact: Jason Shykowski 916-746-1300 jshykowski@roseville.ca.us

Meeting Date: 4/20/2016
Item #: 9.2.

RECOMMENDATION TO COUNCIL

This is an informational item. No action is required.

BACKGROUND

The 2016 resurfacing season is approaching and staff would like to keep the City Council informed regarding the resurfacing related work scheduled for this summer as well as share plans for the 2017 and 2018 resurfacing years. This update is intended to make sure Council is aware of planned resurfacing before it happens and provide an opportunity for Council to ask questions and provide feedback regarding the overall resurfacing plan.

The presentation will share the locations scheduled for resurfacing work this summer and those areas planned for resurfacing within the next two years. Staff will also provide a high level overview of the estimated resurfacing expenditures.

FISCAL IMPACT

There is no fiscal impact for this report.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this informational report.

ENVIRONMENTAL REVIEW

The staff report is statutorily exempt from the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other CEQA action is required.

Respectfully Submitted,

Jason Shykowski, Principal Engineer

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, appearing to be 'R. Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7591

File #: 0400-04-04-1

Title:	Hotel & Conference Center Project - Request for Council Direction to Issue Request for Proposals
Contact:	Mike Isom 916-774-5527 misom@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 9.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council review the draft Hotel & Conference Center Request for Proposals (RFP), provide comments as applicable, and provide direction to issue the RFP, as deemed appropriate.

BACKGROUND

Past Efforts

Beginning in the 1990s, the City Council recognized the need for additional meeting space in Roseville due to strong economic growth, community and business requests, and the general lack of high-end meeting and full-service lodging facilities. Completion of a full-service hotel and conference center would satisfy an unmet community and business need, and would introduce another important amenity capable of generating significant economic benefit. Several deals were structured since that time, most recently in 2013, but for various reasons did not proceed to construction.

On April 18, 2012, the City Council was presented with the findings of a preliminary feasibility and market study for a full-service hotel and conference center in Roseville. The results of the analysis indicated that such a project was potentially feasible under a private/public partnership financing structure and that more detailed study was warranted. In response to these findings, Council directed staff to issue a Request for Proposals (RFP) to identify a development team competent in financing, designing, constructing, and operating hotel and conference centers, particularly those with private/public financing experience.

In 2013, the City Council authorized the City Manager to perform specific exploratory pre-development studies concerning the Hotel and Conference Center. Among other things, the pre-development studies included enhanced schematic design drawings; development of a preliminary guaranteed maximum price (GMP); conference center market study, including a detailed local and regional economic impact analysis; an updated hotel market study; brand and

3rd party operator recruitment; development of an in-depth operating pro forma; and, investigation and development of specific financing vehicles. The City Council took action to certify the Final Environmental Impact Report and approve the Major Project Permit entitlement in August 2014. Final feasibility studies were presented to the Council in February 2015, at which time the Council provided direction to place the Project on hold after mutually acceptable terms to develop the property could not be reached with the City's development partner.

Current Status

As a result of the most recent effort, the Project has full development entitlements and environmental clearance for construction of an up-to 250 room, 10-story, 175,000 square foot hotel with a full service restaurant, fitness facility, spa, and outdoor pool on 11 acres of City-owned property adjacent to the Galleria Mall. Also included is an approximately 20,000 square foot conference facility (with future expansion potential to 35,000 square feet at build-out in a future "Phase 2") with a 9,000 square foot ballroom (large enough to accommodate 500-plus seats in a banquet setting in the initial phase), separate meeting and break-out rooms, and a support kitchen.

Site improvements required to be constructed with the Project include: onsite utilities, drive aisles and approximately 530 parking spaces, site lighting, and landscaping. The Project is also required to build an extension of the City's multi-use trail within the 50-foot easement along Highway 65 and a connection to a future multi-modal bridge to the Galleria Mall.

All public roadways and offsite utilities have been extended to the Project site boundary. Water, sewer and electrical facilities have been sized to accommodate full build-out of the anticipated hotel and conference center development. Existing improved frontage improvements include curb, gutter, sidewalk and public street lighting at the terminus of Conference Center Drive. No offsite improvements were made a condition of approval of the Project.

The Project's development entitlements are valid through August 6, 2019, by which time a building permit must be issued or extension requested.

REQUEST FOR PROPOSALS – DIRECTION TO PROCEED

At this year's budget workshop, the Council directed staff to evaluate options for either moving forward with the hotel & conference center project or placing it on indefinite hold. Subsequent to the Council placing the project on hold in February 2015, substantial interest has been expressed to staff by outside parties interested in potentially developing the project. No formal market studies have been conducted since late 2014, but anecdotal observations indicate favorable market conditions for the next 12 to 18 months, after which the market would be expected to experience a cyclical pause or slight decline in growth. Given the level of interest, staff believes the timing may be right to once again solicit proposals for development of the project.

RFP Structure

The draft RFP is attached, of which staff respectfully requests the Council review, comment, and provide direction on as deemed appropriate prior to issuance.

In response to previous Council feedback, the RFP has been structured to primarily seek proposals for a privately-owned, operated and financed hotel and conference facility. The RFP acknowledges that some level of public participation may be necessary to ensure economic feasibility of the project. However, the City's stated goal is to eliminate or minimize the level of

public financial and ownership participation in the project. Respondents are expected to provide information regarding sources of debt and equity, and are urged to consider creative development and financing structures that will accomplish these ends. Proposals must be specific in identifying the level or total amount of public investment requested. Examples of City participation in the project could include long-term financing of land cost, investment in specified public infrastructure improvements, or other reasonable measures as approved by the City Council and permitted under applicable California law.

The RFP underscores the fact that the Roseville City Council will have the ultimate decision on the amount and type, if any, of public participation and financing, and that it is most interested in proposals that include methods of structuring financing to minimize the level of public participation and risk. Preference will be given to those proposals that minimize the use of public investment and emphasize private sector financing and/or participation.

Specific submittal requirements are outlined beginning on page 13 (Section 6.0) of the attached RFP.

Schedule

Should the Council provide direction to proceed, staff anticipates issuing the RFP on or before April 25th with responses due June 6th. Following identification and selection of the most qualified proposal, and pending City Council approval, the City will engage the selected entity in an exclusive negotiating agreement for a period not to exceed 180 days to finalize terms and develop necessary project, development, and/or property disposition agreements. The Council meeting date for selection of the most qualified proposal is to be determined, but would not likely occur any sooner than the second meeting in July.

FISCAL IMPACT

There are no immediate fiscal costs related to issuing the request for proposals other than staff time to work on the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Issuance of the RFP is not expected to result in a measurable economic development impact. However, based on an economic impact analysis prepared in 2015, the project is expected to result in the following economic impacts should it proceed to construction:

One-Time Construction Impacts

One-time economic impacts resulting from project construction are estimated to include:

- **Economic Output** – Generation of approximately \$48.2 million in direct spending (industry output) countywide. Multiplier impacts generate an additional \$13.1 million in indirect spending, for a total industry output impact of **\$61.2 million**, of which approximately \$53.8 million is estimated to occur within the city.
- **Employment** – Approximately 260 direct full time equivalent (FTE) job-years (employees directly employed by the project) and an additional 90 indirect FTE job-years, for a total of

350 FTE job-years.[1] These jobs result in payment of approximately \$26 million in annual direct and indirect employee compensation. Of the total FTEs countywide, this study estimates 300 direct and indirect FTE job-years will be supported within the city during the construction period.

Ongoing Annual Economic Impacts – Hotel Ops & Direct Spending by Attendees

Ongoing impacts are generated by the economic activity created by project operations and the direct spending of conference attendees. EPS's analysis assumed the annual estimated operating revenues expected in year 2 (first full year of stabilized operations). Direct spending by conference attendees was based on information contained in the CS&L conference center market study. Ongoing annual economic impacts resulting from project operations and conference center attendees are estimated to include:

- **Economic Output** – For ongoing hotel operations, generation of approximately \$12.5 million in direct spending (industry output) countywide. Multiplier impacts generate an additional \$6.1 million in indirect and induced spending, for a total industry output impact of \$18.6 million annually. For impacts related to additional spending by conference attendees, generation of approximately \$2.3 million in direct spending and \$1.8 million in indirect and induced spending, for a total industry output impact of \$4.2 million annually. Total annual industry output impacts are estimated to be **\$22.8 million**, of which \$19.4 million is estimated to occur within the city.
- **Employment** – Approximately 170 direct FTEs (employees directly employed by the project) and an additional 45 indirect and induced FTEs, for a total of 215 FTEs related to ongoing hotel operations. An additional 43 direct, indirect, and induced FTEs are estimated related to additional spending by conference center attendees. In total, the project is anticipated to support almost **260** direct, indirect, and induced **FTEs** countywide, with nearly 235 FTEs supported in the City. These jobs result in payment of approximately \$7.9 million in annual direct, indirect, and induced employee compensation (and approximately \$6.7 million in annual direct, indirect, and induced employee compensation in the City).

Cumulative Ongoing Annual Economic Impacts

Over a 10-year operations period, the project (including hotel operations and additional spending by conference attendees) is estimated to generate approximately **\$227.9 million** (in constant 2014 dollars) in total direct, indirect, and induced economic output in the county, of which \$193.6 million is estimated to occur within the City. In addition, the project is estimated to support **2,580 FTE** jobs countywide and 2,340 FTE jobs in the City over a 10-year period of sustained operations.

[1] Job years refer to the number of jobs in each year summed over the entire period of construction.

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)). Direction to issue a request for proposals does not include the potential for a significant environmental effect nor involve any discretionary action or approvals by the City. The

action is therefore is not subject to CEQA.

Respectfully Submitted,

Mike Isom, Development Services Manager

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Hotel & Conference Center Draft RFP



REQUEST FOR PROPOSALS

**ROSEVILLE HOTEL & CONFERENCE CENTER PROJECT
DEVELOPMENT OPPORTUNITY**

DUE: June 6, 2016

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

**ROSEVILLE HOTEL & CONFERENCE CENTER PROJECT
DEVELOPMENT OPPORTUNITY**

NOTICE IS HEREBY GIVEN that proposals for development of the **Roseville Hotel & Conference Center** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **June 6, 2016**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

April 25, 2016

Mike Isom
Development Services Manager

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

**ROSEVILLE HOTEL & CONFERENCE CENTER PROJECT
DEVELOPMENT OPPORTUNITY**

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1.0 INTRODUCTION

The City of Roseville (“City”) invites proposals from qualified entities for the development of a full-service hotel and conference/meeting facility and related site improvements on 11 acres of City-owned property (“Project”) known as the “Hotel and Conference Center site” (herein referred to as “HCC Site”).

Through this RFP process, the City seeks to identify a highly qualified, financially capable development entity capable of performing all services needed to guarantee development and operation of the Project. The City is most interested in proposals that are privately funded or those that are structured to minimize public participation and risk.

This will be a competitive negotiation process. Following identification and selection of the most qualified proposal, and pending City Council approval, the City will engage the selected entity in an exclusive negotiating agreement for a period not to exceed 180 days to finalize terms and develop necessary project, development, and/or property disposition agreements.

Qualified individuals, firms, contractors, consultants or entities (hereinafter “Development Team”), that meet the requirements generally set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

Beginning in the 1990s, the City Council recognized the need for additional meeting space in Roseville due to strong economic growth, community and business requests, and the general lack of high-end meeting and full-service lodging facilities. Completion of a full-service hotel and conference center would satisfy an unmet community and business need, and would introduce another important amenity capable of generating significant economic benefit. Several deals were structured since that time, most recently in 2013, but for various reasons did not proceed to construction. The Project continues to enjoy significant political and business support.

1.1.1 *Previous Feasibility Analyses & Project Approvals*

On April 18, 2012, the City Council was presented with the findings of a preliminary feasibility and market study for a full-service hotel and conference center in Roseville. The results of the analysis indicated that such a project was potentially feasible under a private/public partnership financing structure and that more detailed study was warranted. In response to these findings, Council directed staff to issue a Request for Proposals (RFP) to identify a development team competent in financing, designing, constructing, and operating hotel and conference centers, particularly those with private/public financing experience.

In 2013, the City Council authorized the City Manager to perform specific exploratory pre-development studies concerning the Hotel and Conference Center. Among other things, the pre-development studies included enhanced schematic design drawings; development of a preliminary guaranteed maximum price (GMP); conference center market study, including a detailed local and regional economic impact analysis; an updated hotel market study; brand and 3rd party operator recruitment; development of an in-depth operating pro forma; and, investigation and development of specific financing vehicles. The City Council took action to certify the Final Environmental Impact Report and approve the Major Project Permit entitlement in August 2014 for the Project components identified in Section 1.1.3 below. Final feasibility studies were presented to



Figure 1 - Project Location

the Council in February 2015, at which time the Council provided direction to place the Project on hold after mutually acceptable terms to develop the property could not be reached with the City's development partner. All Project materials including staff reports, schematic design plans, and feasibility studies are available on the City's website at www.roseville.ca.us/hcc.

1.1.2 Entitled Project Components

As a result of this most recent effort, the Project has full development entitlements and environmental clearance for construction of an up-to 250 room¹, 10-story, 175,000 square foot hotel with a full service restaurant, fitness facility, spa, and outdoor pool on 11 acres of City-owned property adjacent to the Galleria Mall. Also included is an approximately 20,000² square foot conference facility (with future expansion potential to 35,000 square feet at build-out in a future "Phase 2") with a 9,000 square foot ballroom (large enough to accommodate 500-plus seats in a banquet setting in the initial phase³), separate meeting and break-out rooms, and a support kitchen. An outdoor event space is designed for the space between the buildings.

Site improvements required to be constructed with the Project include: onsite utilities, drive aisles and approximately 530 parking spaces, site lighting, and landscaping. The Project is also required to build an extension of the City's multi-use trail within the 50-foot easement along Highway 65 and a connection to a future multi-modal bridge to the Galleria Mall.

All public roadways and offsite utilities have been extended to the Project site boundary. Water, sewer and electrical facilities have been sized to accommodate full buildout of the anticipated hotel and conference center development. Existing improved frontage improvements include curb, gutter, sidewalk and public street lighting at the terminus of Conference Center Drive. No offsite improvements were made a condition of approval of the Project.

The Project's development entitlements are valid through August 6, 2019, by which time a building permit must be issued or extension requested.

1.1.3 Project Objectives

To remain consistent with the Project approvals and CEQA document, the Project must attain the following objectives:

- Develop the City's first four star, approximately 250-room, upscale full service hotel and up to approximately 35,000 sf conference center facility to serve the lodging, conference, and meeting space needs of the City of Roseville and surrounding region which have no comparable facilities.
- Advance local economic development and fiscal objectives by providing much-needed facilities for conferences, trade shows, social gatherings, and other large scale events beneficial to the City of Roseville and the surrounding region.
- Develop a commercially viable Project that complements surrounding commercial development and existing lodging facilities throughout the City.

¹ The project approvals contemplated a range of rooms from 203 to 250. Respondents may propose a room count fewer than 250 if necessary to ensure financial feasibility.

² The approved development entitlements and Environmental Impact Report assume a total conference facility size of 35,000 square feet at buildout. Twenty thousand square feet of meeting space is assumed in the first phase of development, based on the limitation of available land area for surface parking. Initial construction or expansion beyond 20,000 square feet up to 35,000 square feet would require provision of additional on-site parking, most likely in the form of a structure or deck..

³ Respondents may propose a facility size that will accommodate larger maximum events provided the project proposes a commensurate increase in the onsite parking supply. Please refer to the parking analysis on page 4.6-60 of the Environmental Impact Report for further detail.

- Design an energy-efficient facility that promotes water and energy conservation measures consistent with the Air Quality and Climate Change Element of the City’s General Plan and the City’s Water-Efficient Landscape Ordinance.
- Create a Project that contributes to a land use pattern that integrates hospitality and assembly uses in close proximity to commercial land uses, such that hotel guests and/or conference attendees may easily walk or bike to shopping, services, and leisure activities consistent with the Blueprint Implementation Strategies as administered by the City.

1.1.4 Design Intent

The City Council has directed that the Project be designed as an “iconic” addition to the Roseville landscape. The current approved design achieves this goal. The City is willing to entertain alternative design proposals, if necessary, to ensure economic feasibility. However, the Project must remain substantially consistent with the existing entitlement approvals and Project Objectives noted in 1.1.3 to ensure consistency with the approved CEQA document. Otherwise, the Project could be subject to potential cost and delay associated with additional environmental review and entitlement processing.

1.2 CITY OVERVIEW & COMPETITIVE LODGING MARKET

The city of Roseville encompasses 43 square miles in southwestern Placer County, approximately 15 miles northeast of Sacramento. The city is bisected by Interstate 80 (160,000+ daily trips) and State Route 65 (90,000+ daily trips). With an evening population of 128,382 and a daytime population of an estimated approaching 160,000, Roseville has established itself as a regional employment center and retail destination. Roseville’s retail sales topped \$3.5 billion in 2013, ranking 12th in the state for total retail sales (California Retail Survey, 2014).

Business ventures in Roseville range from technology, healthcare, agriculture and financial services. Top business employers within the city include Hewlett-Packard, Telefunken Semiconductors, Kaiser Permanente Medical Center, Sutter Roseville Medical Center, and the Union Pacific Railroad, and Pride Industries. The unemployment rate in Roseville was 4.5% as of November 2015 (US Bureau of Labor Statistics).

The competitive lodging market includes select-service hotels totaling 2,287 rooms in the greater south Placer County area, including nine select-service properties within the Roseville city limits totaling 997 rooms. Sacramento and surrounding communities comprise nine full-service hotels totaling 3,086 rooms. The Thunder Valley Casino Resort in nearby unincorporated Placer County (approximately five miles north of the Project site) comprises an additional 297 rooms, but is assumed to primarily serve gaming demand.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
 Development Services Department
 Attn: Mike Isom, Development Services Manager
 311 Vernon Street
 Roseville, CA 95678
 Fax: (916) 774-5527
 Email: misom@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	04/25/2016
Deadline for Final Questions.....	05/20/2016
City Responses to Written Questions.....	05/27/2016
Proposal Submission Deadline.....	06/06/2016
Consultant Interviews as needed.....	TBD
Contract Negotiations.....	TBD
Contract Approval by City Council.....	TBD
Commencement of Services.....	TBD

3.0 INTENTIONALLY DELETED

4.0 SCOPE

The City is primarily seeking proposals for a privately-owned, operated and financed hotel and conference facility. The Development Team is responsible for proposing a financial structure that is feasible, realistic and achievable within the Project schedule outlined in respective proposals.

The City recognizes that some level of public investment may be necessary to ensure economic feasibility of the Project. It is the City's goal to eliminate or minimize the level of public financial and ownership participation in the Project and to attain the most distinctive, highest-quality and marketable Project possible. Respondents are expected to provide information regarding sources of debt and equity, and are urged to consider creative development and financing structures that will accomplish these ends. Proposals must be specific in identifying the level or total amount of public investment requested. Examples of City participation in the Project could include long-term financing of land cost, investment in specified public infrastructure improvements, or other reasonable measures as approved by the City Council and permitted under applicable California law.

While the City of Roseville will have the ultimate decision on the amount and type, if any, of public participation and financing, it is most interested in proposals that include methods of structuring financing to minimize the level of public participation and risk. Preference will be given to those proposals that minimize the use of public investment and emphasize private sector financing and/or participation.

Specific submittal requirements are outlined in Section 6.0 below.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this Project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 **Cover Letter** not exceeding two pages in length with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- An offer to negotiate, indicating the Proposer's understanding and agreement to comply with the terms of this RFP and all related addenda, and stipulating that the proposal set forth remains effective for a minimum period of 90 days.
- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.

- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 **TAB A: Qualifications** – Describe the proposed development team, including:

- Legal name and officers, directors or partners of each member of the development team, at a minimum, including the developer, architect, construction manager or general contractor, hotel operator, and all other proposed team members with a financial interest in the Project.
- A summary of qualifications, relevant experience and references for each development team member, specifically addressing matters related to the Project scope and objectives expressed in this RFP.
- A description of the type of entities that will develop and operate the Project (e.g. corporation, LLC, joint venture, etc.) and a list of other owners of interest that may provide equity to the ownership entities and the estimated percentage of ownership of each. The City will require competent, efficient management to operate and market the Project.
- Proposers must identify executive members of the recommended development team who have filed claims or who have participated in litigation against the City of Roseville, including while with another firm. Firms currently in litigation with the City or whose executives are in litigation with the City may not be considered for this Project.

6.4 **TAB B: Experience and References** – Provide a summary of the proposed Development Team’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.

6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this Project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.

6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this Project. Also identify any unique approaches or strengths that your firm may have related to this Project. City staff will assess your understanding of all aspects of the Project based on the overview.

6.7 **TAB E: Development Plan** – Development proposals should address the following at a minimum:

- ***Development proposal – basic concept***
 - o Describe the ownership and general financial structure proposed for development and operation of the Project
 - o Describe the key Project design characteristics and amenities required to serve the projected market
- ***If varying from the approved project design:***
 - o Provide a narrative description of the design indicating project phases, number of rooms, gross square footages, parking spaces provided, or any other factors or information helpful to understanding the Project

- At a minimum, provide conceptual or schematic level detail of proposed site plan, building elevations, landscape, and floor plans. Describe in narrative form the Project's consistency or lack thereof with the Project Objectives and approved entitlement drawings
- Provide prototypical floor plans for guest rooms and suites
- Identify proposed Project design characteristics and amenities
- ***Financial proposal - Describe the proposed financing for development of the Project***
 - Provide a narrative description of the proposed approach to funding the development, clearly detailing any proposed financial responsibilities of the Developer and the City.
 - Provide a detailed development budget
 - Indicate proposed sources, amounts and schedule. In describing the finance plan, Respondents may include such supplemental information as deemed necessary to explain the finance plan and its underlying assumptions. The successful respondent shall have thirty (30) days from execution of the exclusive negotiating agreement to provide the City with firm financial commitments.
 - Firm commitments shall demonstrate ability for obtaining both the remaining equity capital and, as required, debt financing necessary to undertake the development, including rates of return these sources are likely to require. Respondents are encouraged to present evidence of equity capital and debt financing commitments from financial institutions, partners, and other sources, as part of the response.
 - A letter of interest from the proposed operator(s), its flag affiliation, and business relationship to the project. The successful respondent shall have sixty (60) days from execution of the exclusive negotiating agreement to provide the City with firm operating agreement commitments.
 - Provide evidence that the development team has demonstrated capacity to provide sufficient bond coverage for the Project.
- ***Proposed business offer***
 - Provide a detailed description of any material terms or conditions not otherwise specified in your proposal which you will seek in the development agreement

6.8 **TAB F: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
- The absence of a conflict of interest (**Section 10.4**)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)

Submit the following documents with proposal:

- Executed copy of Proposer's Certification (**Attachment A**)

6.9 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP. The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

6.10 **TAB H: Competency of Proposers** – The City wants to ensure that the successful Consultants have the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Consultant has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and seven (7) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**

7.3 Proposals shall be submitted ONLY to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

7.4 Faxed and/or emailed proposals will not be accepted.

7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

7.8 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the best and most complete proposal:

- A. Proven ability of the development team to successfully develop a project similar in size and scope, including but not limited to:
- Experience of both the firm(s) and individual(s) proposed to be assigned to the Project in successfully developing, financing, designing, constructing, marketing, operating, and managing projects similar in size and scope to the Project.
 - Demonstrated capability of principals to secure the financing necessary to develop and operate the proposed Project.
- B. Scope and quality of the development, including but not limited to:
- o Extent to which the proposed development meets City objectives as described herein.
 - o Distinctiveness and overall quality of the proposed Project.
- C. Financial and business terms, including but not limited to
1. The nature and amount of the public financial participation and other public assistance requested in the proposal. Privately funded proposals will be rated higher than projects seeking public subsidy, provided such privately funded proposals meet the City’s objectives for the Project.
 2. The nature and amount of assurance provided regarding the completion of the Project, and the nature and amount of financial risks placed on the City of Roseville.

- D. Thorough, relevant, and organized responsiveness to the RFP, including but not limited to:
1. The degree of certainty that the Project will proceed in accordance with the proposed schedule.
 2. Thoroughness and quality of proposal, including completeness of response to RFP.

Evaluation Criteria	Maximum Points Possible
A. Experience of team and execution of projects of similar size and scope	25
B. Scope and quality of development	25
C. Financial and business terms	25
D. Thoroughness and relevance in RFP response	25
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 9.5 A contract will be negotiated with the Consultant considered best meeting the City's need for this Project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting the City's needs for this particular Project.
- 9.6 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

- 9.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.10 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an exclusive right to negotiate agreement with the City.
- 10.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.6 **Non-Collusion.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** Intentionally deleted.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Consultant in preparing or submitting a proposal in response to this RFP.

10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

10.11 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

- 10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant

shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the “confidential” portion of the proposal.

- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City’s contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Consultant sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship

____ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

_____ A.M. _____ P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**



COUNCIL COMMUNICATION

CC #: 7601

File #: 0321 & 0800-06

Title: Temporary (A-Frame) Signs

Contact: Derek Ogden 916-746-1348 dogden@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 10.1.

RECOMMENDATION TO COUNCIL

The Planning Division requests that the City Council consider three options relating to the temporary provisions for A-frame signs within the Sign Ordinance. Following the Council's review and discussion, it is requested that you provide Staff with direction to implement one of the following options:

1. Allow A-frame signs on a permanent basis, enacting the regulatory provisions of the previously approved temporary ordinance.
2. Allow A-frame signs on a permanent basis, restricting the signs from being located in the public right of way and within the required landscape setbacks on commercial/industrial properties, but allowing them internally within private property, so long as they do not impact parking or required paths of travel. Additional permanent monument signage would also be allowed.
3. Prohibit A-frame signs, with the exception of Downtown Roseville, and work with the business community to bring existing signage into conformance.

BACKGROUND

On October 20, 2010, Council directed staff to explore temporary signage options based on feedback received on the 2010 Annual Chamber Business Walk. Specifically, A-frame signs were mentioned as a possible solution to reduced sales, resulting from the economic downturn. At the June 1, 2011 Council meeting, staff was directed to move forward with processing a Sign Ordinance Amendment to allow A-frame signs on a one year temporary trial basis.

On September 7, 2011, Council approved a temporary amendment to the Sign Ordinance. The temporary ordinance subsequently expired on September 2012, and Council approved a one year extension. In October of 2013, the Council approved a two year extension of the temporary provision allowing A-frame signs. This Ordinance expired on October 18, 2015. However, enforcement to remove A-frame signs has been delayed until Council had an opportunity to reevaluate this provision. Overall, businesses have had approximately 5 years to utilize this type of signage. Since its implementation, the temporary allowance of A-frame signs has primarily been utilized by businesses setback away from the street and has generally been well received by the

business community. More recently, the City has received complaints regarding the aesthetic impacts that these types of signs are having within the community (Attachments 1 & 2).

DISCUSSION

The original intent of the temporary ordinance amendment was to allow A-frame signs as additional signage to provide increased visibility and generate more customer traffic for businesses during the economic downturn. By extending the temporary sign ordinance for a total of almost 5 years, businesses have benefited from this additional signage while the economy continues to improve. In addition, the extension of the temporary ordinance has allowed businesses a reasonable amount of time to recoup the investment in their A-frame signs. The extension of time has also provided the City with more time to determine if the benefits outweigh the visual impacts of these signs.

Outreach/Options: Since the previous temporary ordinances have expired, and complaints were raised by the public, considerable effort has been made to determine the overall sentiment of the community regarding this sign type. To ascertain the community's views on this issue an on-line community survey was developed and circulated to both residents and the City's business community (Attachment 1). Based on the survey results, concerns exist regarding aesthetic impacts to the City's landscape corridors resulting from visual clutter (Attachment 2). In addition, there are concerns about potential liability issues related to A-frame signs being placed in or adjacent to the City's right-of-way. These issues were revealed by the survey, but there was no clear public sentiment that the signs should be eliminated or allowed to remain. Throughout the process, the business community has expressed a desire to retain this type of signage. In attempt to find a middle ground, staff has attended two meetings with the Roseville Chamber of Commerce that were attended by several small business owners. These business owners utilize A-frame signs regularly to advertise their business. At these meetings several options were discussed, including the three options below:

1. **Permanently Allow A-frame Signs Subject to Previous Temporary Restrictions**— Although the temporary ordinance is no longer effective, it did contain regulations limiting the number, size, height, materials, location and stabilization (Attachment 3). Locutions restrictions are limited to outside of the public right-of-way. In this option, the status quo would remain, and the City would only enforce violations of these standards. These standards are very straight forward and are easily enforced by our Code Enforcement Officers.
2. **Permanently Allow A-frame Signs Restricting Location** –The City has received several complaints regarding the aesthetic impact A-frame signs have when located along commercial corridors and within the required landscape setback (Attachment 1- comments). As such, this option prohibits A-frame signs within the required landscape setbacks, but allows them in the internal portions of shopping centers. Location criteria would be applied to these signs, requiring that they be located outside of the parking field and maintain a required path of travel if placed in walkways. Additionally, they would be restricted from locating in the public right-of-way. As an offset to removing these signs from the landscaping, additional permanent monument sign standards would be developed.
3. **Return to Pre-Recession Sign Regulations and Prohibit A-frame Signs** – Currently the temporary A-frame sign ordinance has expired, and at this time, A-frame signs are technically prohibited. The exception to this provision is within the Downtown as it has been recognized that the buildings typically have limited to no setback from the public right- of-way. If the Council determines that these signs create an undesirable aesthetic impact, then the Council does not need to take any further action. These signs would be considered

illegal signs and Code Enforcement would commence. As part of an enforcement process, the City will provide out-reach in coordination with Chamber of Commerce. Following the initial outreach, Code Enforcement would contact a violator and allow them to remove the sign prior to confiscating the sign. If the violation continued, the sign would be confiscated, but could be returned following payment of a fee of 10 dollars.

Each of the options presented provide a clear recognizable path to consistent enforcement. In considering the options, this needs to be evaluated. This aspect of these options was considered when reviewing what other surrounding jurisdictions were doing to address this issue.

Other Jurisdictions: As part of staff's effort to develop A-frame policies, other surrounding jurisdictions were surveyed to determine their requirements relating to A-frame signs. Most that were surveyed allow A-frame signs within pedestrian districts similar to Roseville's Downtown area. Two of these jurisdictions prohibit the use of A-frame signs (Placer County & North Highlands Planning Area). Citrus Heights, West Sacramento and Rocklin allow A-frame signs within commercial landscape areas.

Rocklin has recently updated their Sign Ordinance to allow a wide variety of temporary sign option with restrictions on the duration (maximum of 60 days) of display of the temporary signs. Provisions such as these would require a permit program and enforcement of a program of this nature is very difficult. In the past, the City's banner sign program was very similar to Rocklin's current A-frame program. The difficulty of enforcing the banner sign program lead to a change in the ordinance to allow each business to maintain one banner sign on an on-going basis. This standard and the size criteria that was developed is easy to enforce and provided the business with ultimate flexibility of whether they wanted to use banners for specific advertisement.

Permitted Signage: The City's current Sign Ordinance allows for businesses to implement a variety of sign options. A business is typically allowed a wall sign, a banner sign, interior window signage and depending on the commercial center, a monument sign is available. It is recognized that A-frame signage along street frontages benefits those businesses that are setback from the street, but it should also be recognized that there are multiple signage opportunities for businesses within the City's current sign regulations.

CONCLUSION

Despite efforts to identify whether there is a strong opposition or support of A-frame signs in the community, there are two polarized positions. There are members of the public that believe that these signs are an aesthetic nuisance, and there are members of the business community that believe that they are essential to their businesses success. The middle ground has been challenging to reach, and Option 2 attempts to provide this position. Given these facts, staff is requesting that the Council review the options presented and provide the Planning Division with direction on the future actions associated with this issue.

FISCAL IMPACT

The change in regulation may create additional workload for the City's Code Enforcement section but the actual cost to the General Fund will be absorbed as part of this section's annual work program.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project consists of temporary changes to the City of Roseville Sign Ordinance. No significant changes that could effect the environment are being proposed as part of this update. This project is therefore not subject to the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) ("The General Rule") pertaining to projects that do not have the possibility to have a significant effect on the environment.

Respectfully Submitted,

Derek Ogden, Senior Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment 1 - A-frame survey

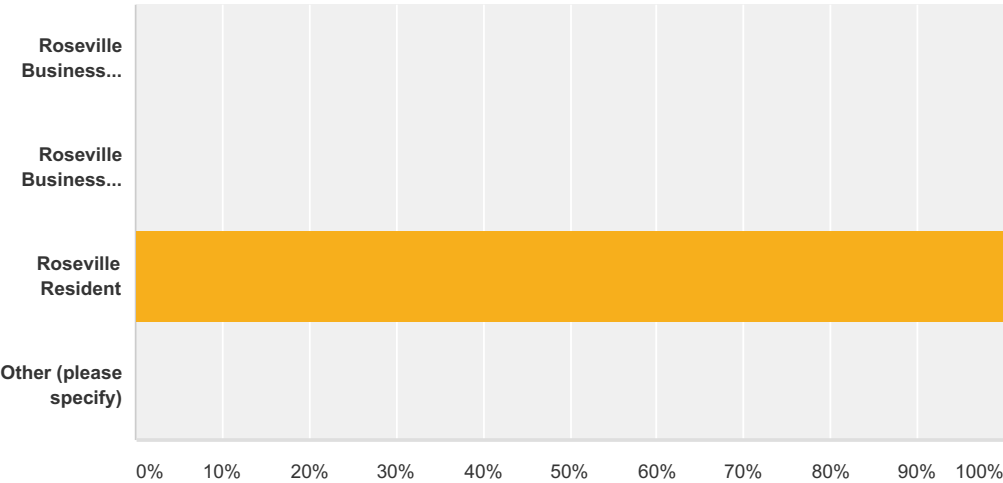
Attachment 2 - Letter from Resident Ralph Felix

Attachment 3 - Current A-frame Ordinance

A-Frame Signs in the City of Roseville

Residents

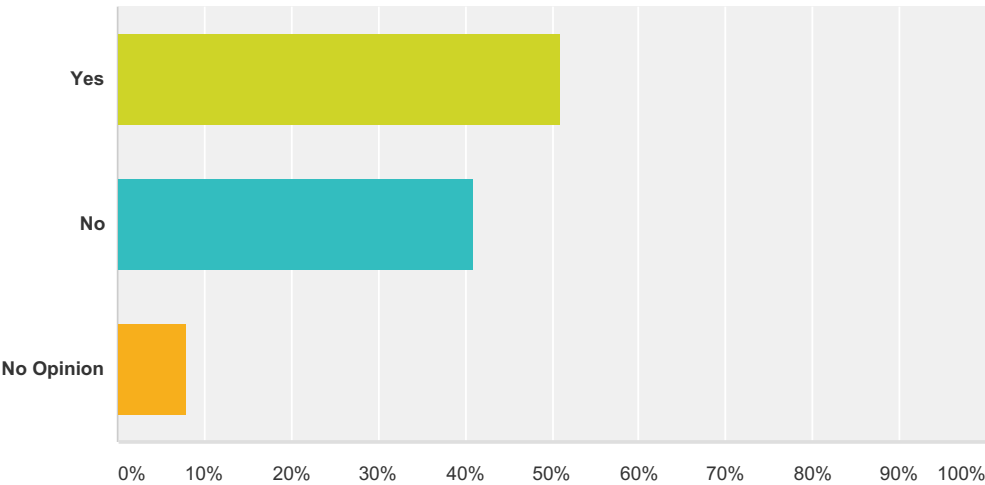
Answered: 400 Skipped: 0



Answer Choices	Responses	
Roseville Business Owner/Operator	0.00%	0
Roseville Business Customer/Client	0.00%	0
Roseville Resident	100.00%	400
Other (please specify)	0.00%	0
Total		400

Q2 Do you find that A-frame signs are helpful in promoting a business or service?

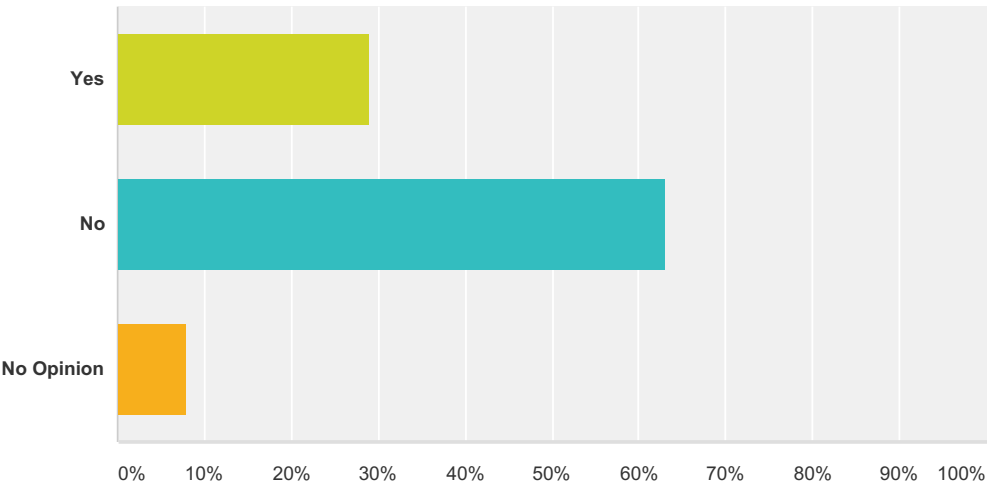
Answered: 400 Skipped: 0



Answer Choices	Responses	
Yes	51.00%	204
No	41.00%	164
No Opinion	8.00%	32
Total		400

Q3 Do you use A-frame signs to help locate businesses in Roseville?

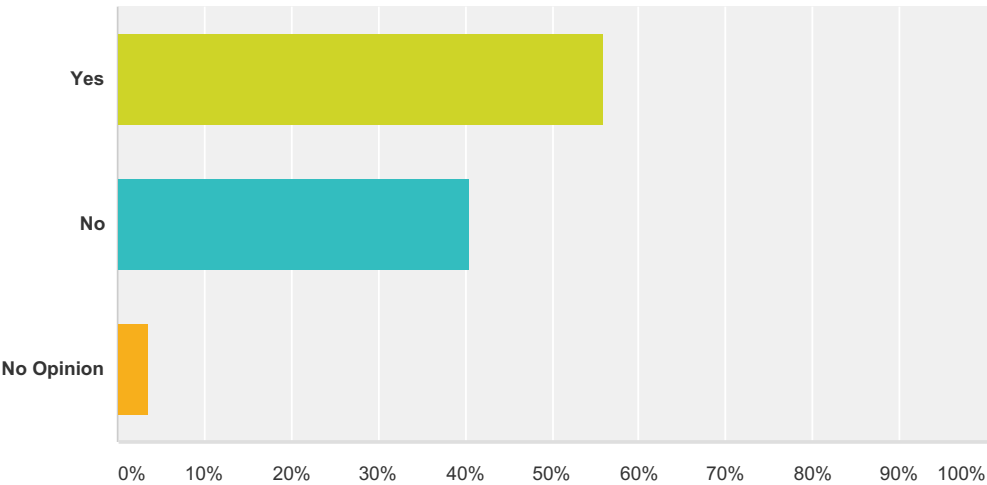
Answered: 400 Skipped: 0



Answer Choices	Responses	
Yes	29.00%	116
No	63.00%	252
No Opinion	8.00%	32
Total		400

Q4 Do you find the use of A-frame signs in Roseville has a negative visual impact?

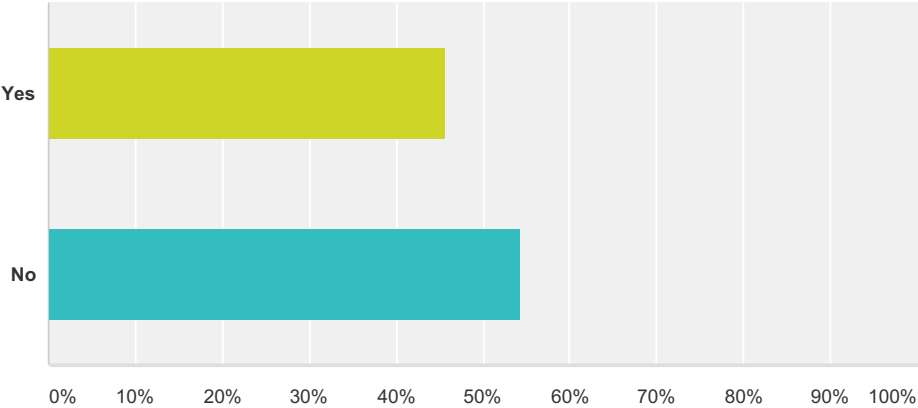
Answered: 400 Skipped: 0



Answer Choices	Responses	
Yes	56.00%	224
No	40.50%	162
No Opinion	3.50%	14
Total		400

Q5 Are you aware the City of Roseville Sign Ordinance allows both permanent signs and temporary signs for all businesses?

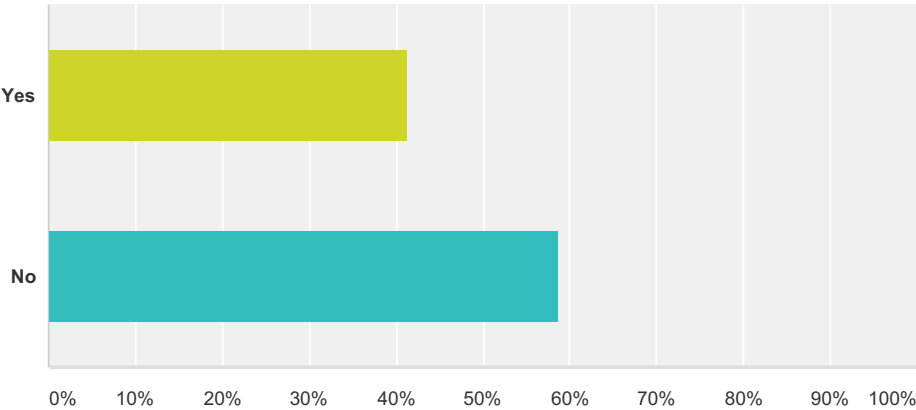
Answered: 400 Skipped: 0



Answer Choices	Responses	
Yes	45.75%	183
No	54.25%	217
Total		400

Q6 Would you like to see the City of Roseville Sign Ordinance updated to permanently allow the use of A-frame signs citywide?

Answered: 400 Skipped: 0



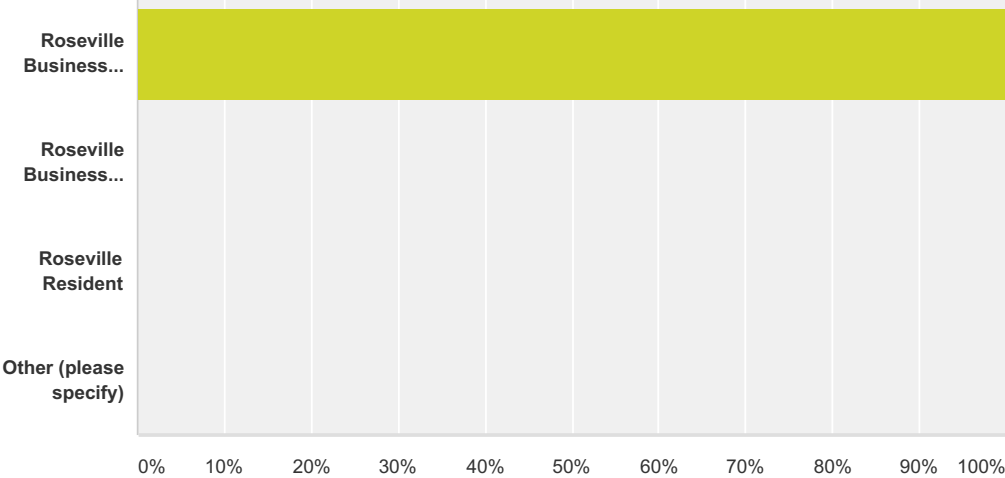
Answer Choices	Responses	
Yes	41.25%	165
No	58.75%	235
Total		400

Q7 Any additional comments?

Answered: 218 Skipped: 182

Business Owner

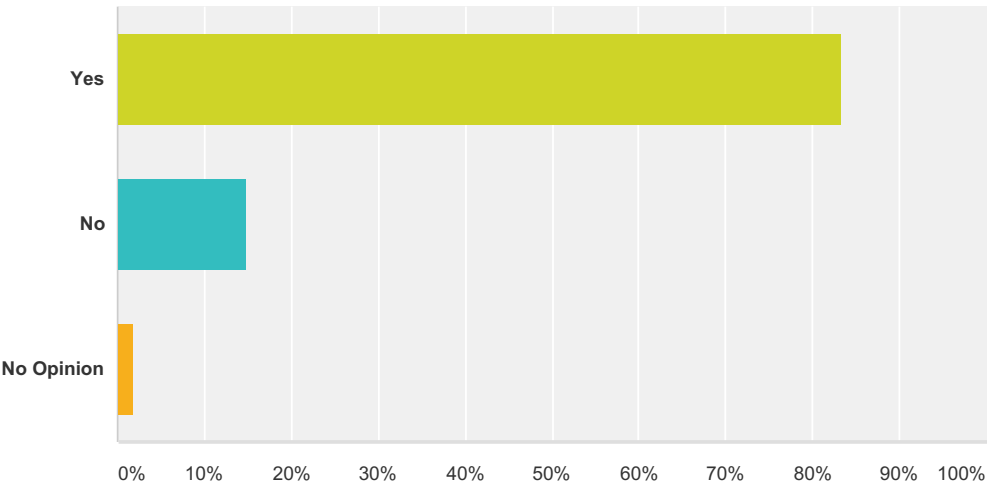
Answered: 54 Skipped: 0



Answer Choices	Responses	
Roseville Business Owner/Operator	100.00%	54
Roseville Business Customer/Client	0.00%	0
Roseville Resident	0.00%	0
Other (please specify)	0.00%	0
Total		54

Q2 Do you find that A-frame signs are helpful in promoting a business or service?

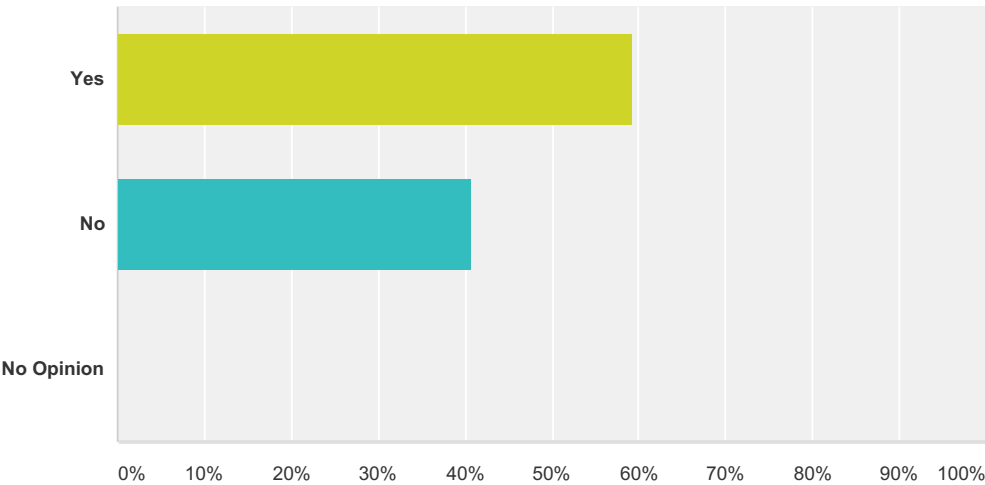
Answered: 54 Skipped: 0



Answer Choices	Responses	
Yes	83.33%	45
No	14.81%	8
No Opinion	1.85%	1
Total		54

Q3 Do you use A-frame signs to help locate businesses in Roseville?

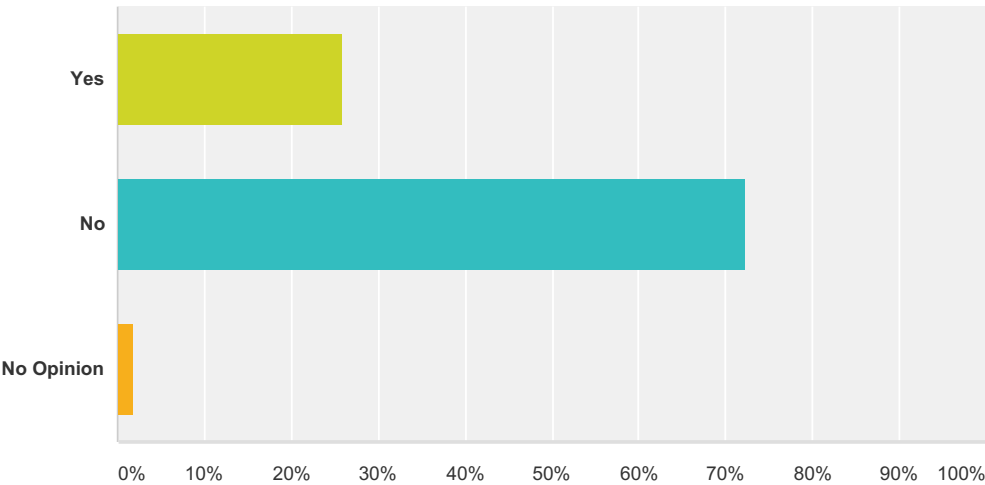
Answered: 54 Skipped: 0



Answer Choices	Responses	
Yes	59.26%	32
No	40.74%	22
No Opinion	0.00%	0
Total		54

Q4 Do you find the use of A-frame signs in Roseville has a negative visual impact?

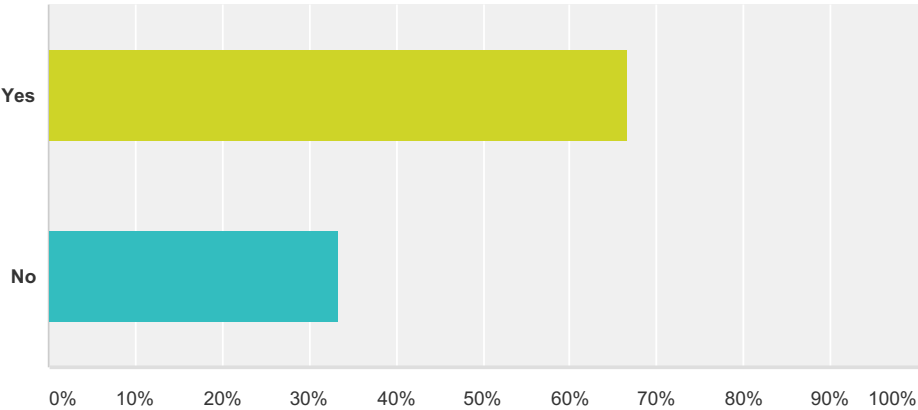
Answered: 54 Skipped: 0



Answer Choices	Responses	
Yes	25.93%	14
No	72.22%	39
No Opinion	1.85%	1
Total		54

Q5 Are you aware the City of Roseville Sign Ordinance allows both permanent signs and temporary signs for all businesses?

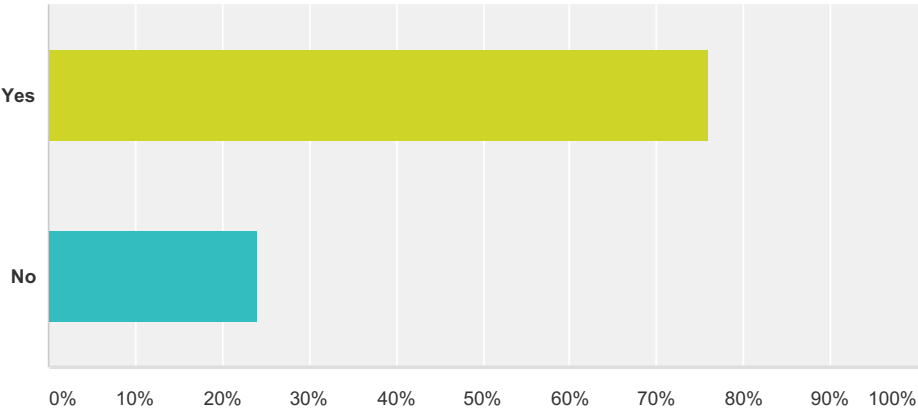
Answered: 54 Skipped: 0



Answer Choices	Responses	
Yes	66.67%	36
No	33.33%	18
Total		54

Q6 Would you like to see the City of Roseville Sign Ordinance updated to permanently allow the use of A-frame signs citywide?

Answered: 54 Skipped: 0



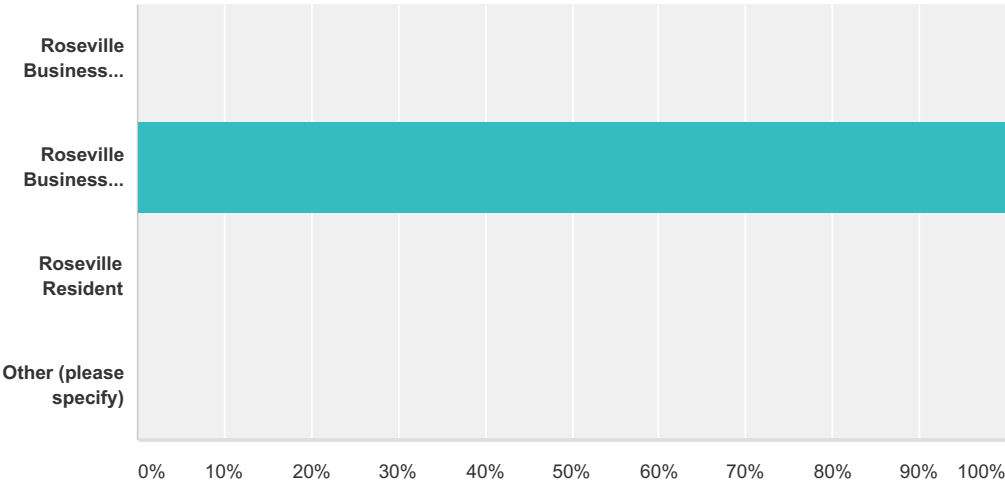
Answer Choices	Responses	
Yes	75.93%	41
No	24.07%	13
Total		54

Q7 Any additional comments?

Answered: 29 Skipped: 25

Customer/clients

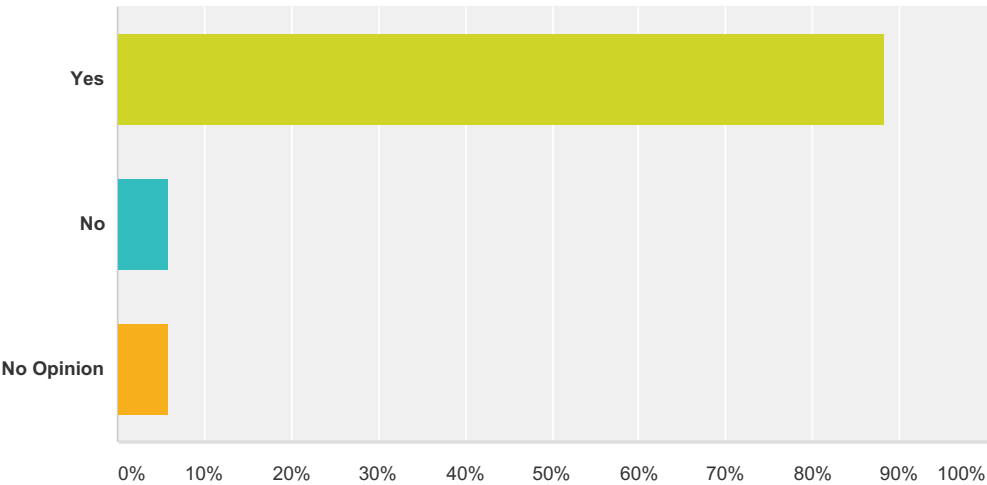
Answered: 17 Skipped: 0



Answer Choices	Responses	
Roseville Business Owner/Operator	0.00%	0
Roseville Business Customer/Client	100.00%	17
Roseville Resident	0.00%	0
Other (please specify)	0.00%	0
Total		17

Q2 Do you find that A-frame signs are helpful in promoting a business or service?

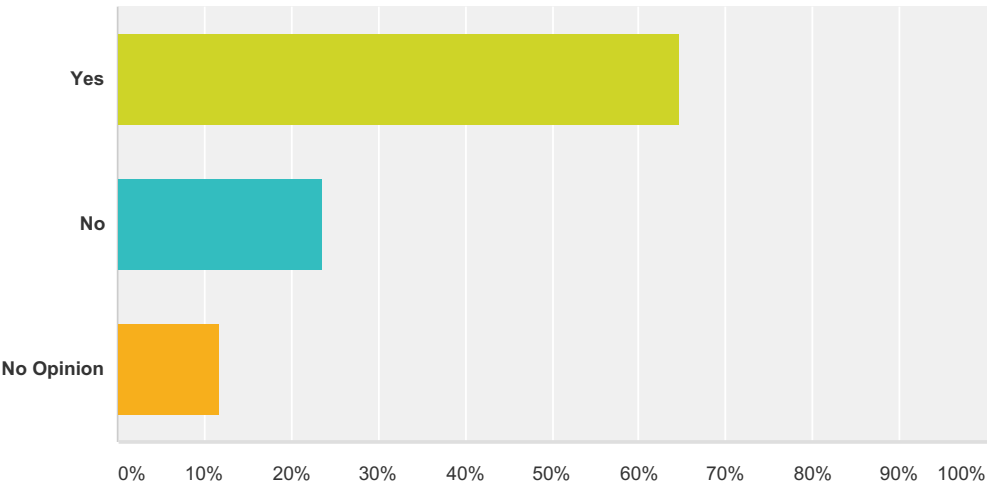
Answered: 17 Skipped: 0



Answer Choices	Responses	
Yes	88.24%	15
No	5.88%	1
No Opinion	5.88%	1
Total		17

Q3 Do you use A-frame signs to help locate businesses in Roseville?

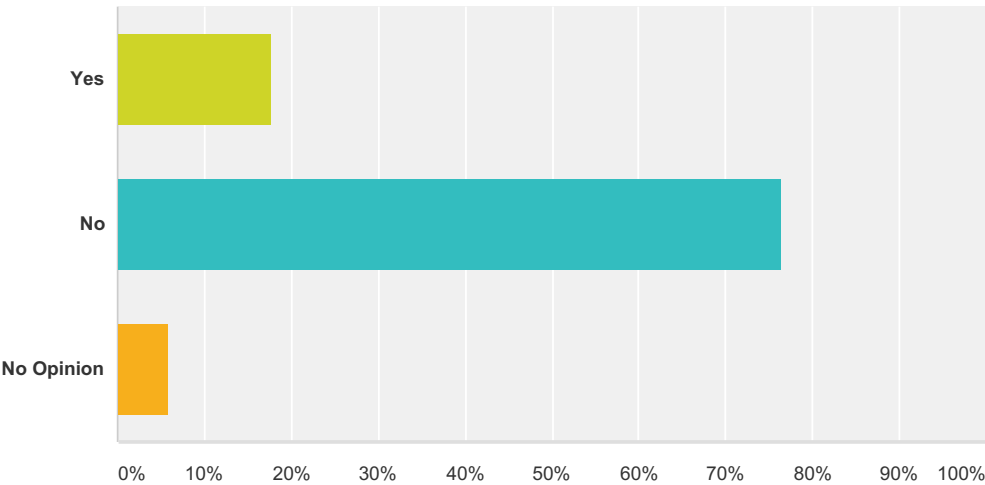
Answered: 17 Skipped: 0



Answer Choices	Responses	
Yes	64.71%	11
No	23.53%	4
No Opinion	11.76%	2
Total		17

Q4 Do you find the use of A-frame signs in Roseville has a negative visual impact?

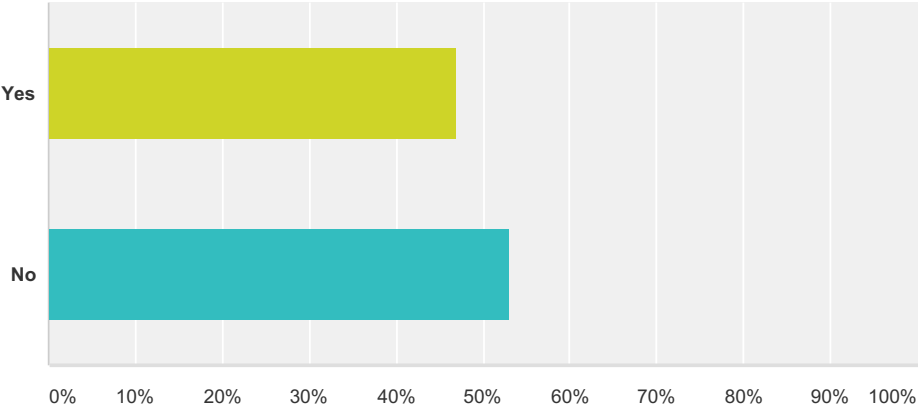
Answered: 17 Skipped: 0



Answer Choices	Responses	
Yes	17.65%	3
No	76.47%	13
No Opinion	5.88%	1
Total		17

Q5 Are you aware the City of Roseville Sign Ordinance allows both permanent signs and temporary signs for all businesses?

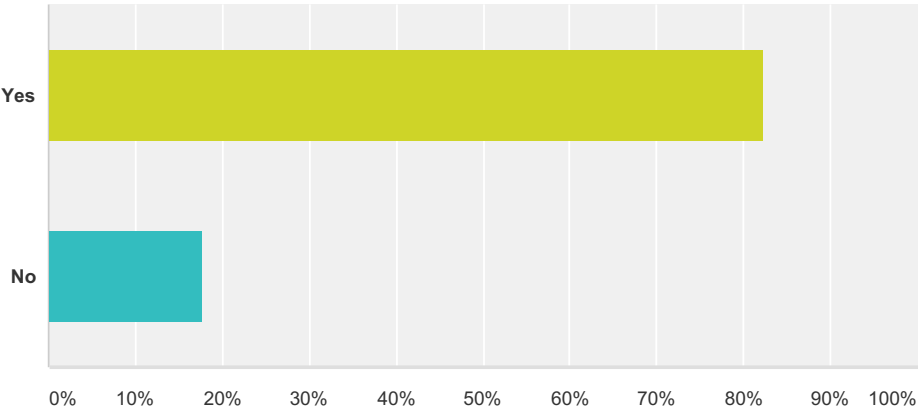
Answered: 17 Skipped: 0



Answer Choices	Responses	
Yes	47.06%	8
No	52.94%	9
Total		17

Q6 Would you like to see the City of Roseville Sign Ordinance updated to permanently allow the use of A-frame signs citywide?

Answered: 17 Skipped: 0



Answer Choices	Responses	
Yes	82.35%	14
No	17.65%	3
Total		17

Q7 Any additional comments?

Answered: 6 Skipped: 11

A-Frame Signs in the City of Roseville

Q7 Any additional comments?

Answered: 264 Skipped: 223

#	Responses	Date
1	these signs are a blight to our beautiful city	10/30/2015 11:43 AM
2	I feel that as long as the sign doesn't prevent someone from using the sidewalk, I think these signs are nice for the businesses and customers.	10/29/2015 3:03 PM
3	Restrict to 30 days....otherwise they detract from Roseville's community image.	10/29/2015 11:11 AM
4	I believe that these are only OK on sidewalks directly in front of businesses.	10/29/2015 11:05 AM
5	I think they are a disgrace to our city. The only thing worse is all the sign-waivers around town. Horrible.	10/29/2015 9:07 AM
6	Such signs add to visual clutter and degrade the otherwise attractiveness and appeal of our city.	10/28/2015 4:52 PM
7	I am not in favor of the signs, but I am also not in favor of the city government policing them either. If we allow them, they should be temporary, and in some sections of the city, they should not be allowed at all. I leave it to the city to work that out.	10/28/2015 4:50 PM
8	Too much clutter, also safety issue with children, seniors, and bicycles.	10/28/2015 4:46 PM
9	These signs have proliferated to the point they are no longer anything but visual noise. They tend to block view of parking lot entrance/exits and I consider them unsafe. At times I have seen these blocking sidewalks more than 50%, requiring pedestrians to negotiate around them. Signs not affixed to buildings or permanent sign structures should not be allowed in Roseville.	10/28/2015 11:53 AM
10	The A-frames are not visually pleasing and a lot of times they hinder the visibility of drivers if placed too close to entrances. We do not need A-frames when permanent signs are available for businesses. A-Frames are a nuisance and clutter up the greens they are placed on.	10/28/2015 11:36 AM
11	As long as the signs are not impeding pedestrians or traffic, I think they can be useful.	10/28/2015 11:36 AM
12	First of all they are too small to see when driving and create a hazard. Secondly, they are all over the place, scattered here and there and become unsightly!	10/28/2015 8:50 AM
13	I think the signs should even be allowed into the sidewalk a maximum distance, say 2' or 3'. I don't think it would disrupt the flow of foot traffic and it would help attract people to your business. -DAVE	10/28/2015 7:03 AM
14	I live near Pleasant Grove and Foothill and the number of signs is out of control. It looks bad and I don't think it's good for the landscaping or value of nearby homes. Add sign spinners and have a circus! Please don't approve this.	10/27/2015 11:00 PM
15	Do not like the signs. Sections of Douglas Blvd are so littered with the signs that if one is driving they are a traffic hazards if trying to read them all.	10/27/2015 7:09 PM
16	I think every "NEW to the location" business should be allowed to have a a-frame sign for the first three years.	10/27/2015 5:43 PM
17	I fear it will be another distraction for drivers. Also, some signs overlap into the pedestrians' area. Definitely should have a time trial for the maximum of 12 months.	10/27/2015 4:51 PM
18	If business owners think the signs are helpful in attracting customers then they should be permitted to use them as long the signs comply with the city sign ordinance. The sign ordinance should be permanent. Then businesses can use them at any time as long they are effective in attracting customers.	10/27/2015 4:42 PM
19	Just like yard sale signs, these signs make the area look trashy. We do not want to live in an area like South Sac. We like the nice clean environment here in Roseville.	10/27/2015 4:30 PM
20	With proper restrictions/policies for placement, time of display, size, etc., the signs are a benefit to businesses whose permanent signage options are limited/poor/not cost-effective.	10/27/2015 4:27 PM
21	I am in favor of A-frame signs as long as they leave walking/stroller space available on the sidewalk.	10/27/2015 4:17 PM
22	My primary concern is that the placement of A-frame signs often blocks walkways. Guidance would be needed to ensure that placement of A-frames does not block sidewalks.	10/27/2015 3:55 PM

A-Frame Signs in the City of Roseville

23	I think A-frame signs are an ugly cheap low-class eyesore. I've lived in the area since the 90's and have seen a huge transition and growth in our nice community. Our community is safe and clean. Low profile signs keep our skyline nice and in my opinion A-frame signs would bring a "trashy" environment feeling to our nice community. Please don't allow Roseville to go that route. If we wanted to live in a community where A-frame signs are allowed, we could move to North Highlands because that's the type of area those types of signs make a community feel like. And I know I sure don't want to live in North Highlands or community like tha .	10/27/2015 3:53 PM
24	They are trashy. Simply trashy. And out of control. Douglas Blvd. is looking so dowdy - and the signs make it look "cheap." Roseville used to be so particular about these types of things. What happened?	10/27/2015 3:48 PM
25	Too many A-frame signs on a street corner with limited visibility creates a hazard. Case in point- on Pleasant Grove near Highland Pointe Drive. There has been an abundance of signs in the past near the Chick-fil-a restaurant facing the street that has made it difficult to see.	10/27/2015 3:47 PM
26	This would depend where they are. I'm a Real Estate Agent and need them for an open house however if restaurants and other small businesses start putting them up all over it could get out of control.	10/27/2015 3:46 PM
27	I have seen some businesses place their A frame signs across the street from their business. It seems like A frame signs should only be right in front of the business or at least within a certain number of feet. There should also be a limit to the number of businesses signs to avoid an over population of signs	10/27/2015 1:02 PM
28	A-frame signs when grouped together or strung along an entire business complex would have a negative visual impact. But I understand that some businesses are tucked away and out-of-sight out-of-mind is not what makes a business thrive. If a balance can be found to allow businesses to promote themselves while not causing eyesores throughout Roseville, then I would support an updated ordinance. If possible, I would support a 2-year 'check in' or renewal process to provide a platform to discuss and decide if the updated Ordinance was effective.	10/27/2015 12:35 PM
29	One of two A-frames in an area is okay. The problem is when every establishment uses an A-frame. The area begins to look trashy. Could there be a monthly time frame limit the signs could be out. Or perhaps something only new businesses could use for an allotted time?	10/27/2015 11:52 AM
30	The City of Roseville should make any necessary changes that promote business and allow new businesses to market their business	10/27/2015 11:28 AM
31	Temporary only while a business is new (2-3 weeks after opening) and/or installing permanent signage. PLEASE only allow the fake plastic balloons, not real or Mylar to be tied on the signs.	10/27/2015 10:23 AM
32	I prefer the A-Frame signs over the signs that are inserted into the ground. Those types are unsightly. Thank you!	10/27/2015 10:04 AM
33	Currently the A-Frames are of various sizes & quality. A consistent quality and size would be more ascetically looking however if they all look alike not sure what the added value would be for a business to even use them.	10/26/2015 4:04 PM
34	I would not have been able to locate a business had it not been for [the] an A frame sign - and then found out it they weren't supposed to be able to display their name that way.	10/26/2015 9:59 AM
35	The negative visual impact comes when there is a cluster of signs, usually near busy intersections.	10/26/2015 9:03 AM
36	A frame signs lead to a cluttered and unattractive appearance to the city!!	10/24/2015 4:05 PM
37	The a-frame signs lined up along Pleasant Grove near Chicfila are dangers. You often can't see traffic coming if you are pulling out of the parking lot onto the road because of the line of a-frames	10/22/2015 7:26 PM
38	It seem that some area have become saturated the these type of signs which are unattractive.	10/22/2015 3:51 PM
39	Allowing permanent would clutter up sidewalks and make Roseville look very trashy.....	10/22/2015 3:45 PM
40	A-frame signs create clutter and are another program that is difficult to monitor. Keep it clean	10/22/2015 11:27 AM
41	Too many. Clutters comers and entry's of shopping centers. Distracting to drivers.	10/22/2015 9:09 AM
42	I believe the A-frame signs should be allowed. I do believe that location of sign should be regulated. I would rather see these signs over the distraction of the human sign holders on the corners.	10/22/2015 6:44 AM
43	I think 4' signs maybe a little excessive. 2.5-3' would be less likely to block view of pedestrians and other obstacles that may enter the roadway. I think signs can add charm, and appeal when done right.	10/21/2015 11:15 PM
44	Signs must be in good taste and impart only useful information.	10/21/2015 10:42 PM
45	It would be a huge mistake to allow this type of sign.. The sign pollution would be obnoxious, at best. If allowed the number of signs would not help businesses.	10/21/2015 7:55 PM
46	You should allow the use of temporary signs, for any business, anywhere in the city. Quit wasting time on silly sign procedures, which are minor, and manage the city's finances and public utilities, which are far more important.	10/21/2015 5:56 PM

A-Frame Signs in the City of Roseville

47	Anything that helps business's promote themselves and does not interfere with flow of foot or vehicle traffic should be allowed.	10/21/2015 5:29 PM
48	There is no consistency with the signs. The signs are an eye sore and do not promote an aesthetically pleasing appearance or improvement in the community. The signs should be banned.	10/21/2015 5:25 PM
49	I am fine with it with the regulations that they don't block sidewalks, etc. - but people always find a way around - especially if the # of signs increases - and I think making the update "permanently" is inviting trouble down the line. Perhaps consider implementing an evaluation every 5-6 years to see if it is actually doing anything for the businesses (once novelty has worn off) and if signs are becoming excessive. I suspect many have not done so yet because it was a temporary allowable ad - and it is hard to spend money on the temporary.	10/21/2015 5:00 PM
50	should limit to one a frame per business. shopping center owners should have right to restrict a frames if they so choose, through their lease agreements - but not with City enforcement.	10/21/2015 4:23 PM
51	As long as the sign is removed when the business is closed (for the day) then I see no issues really. I DO have issues with permanent signs that are chained to poles 24/7 that get run down and trashy looking. That does look terrible! But the owners tend to keep them in better looking shape if they have to bring them in each night, and if they have to put them back out each morning. They are small and if there is not 20 on a street corner I don't see an issue with it. I think in moderation they are just fine. Just like I don't mind the signs for open houses on the weekends either. They are temporary and come down when the event is over.	10/21/2015 4:16 PM
52	They need to be set back from the roadway. Some areas have so many of them that they become a visual impairment when driving as they all battle for space (ex. shopping center on Pleasant Grove and 65, driveway where Chik-a-fila is located).	10/21/2015 3:48 PM
53	Although I'm sure they help businesses, I think they are an eyesore. Make our streets look cluttered and can obstruct drivers' vision when trying to turn out of shopping centers.	10/21/2015 3:48 PM
54	These types of frames will be blown away easily during our windy season and potentially cause damage.	10/21/2015 3:46 PM
55	A Frame signs are ugly!!	10/21/2015 3:04 PM
56	The signs are ugly, a visual distraction and also get in the way of foot traffic. Real estate agents holding open homes should be the only businesses allowed to use this type of advertising. If you do allow the signs make the businesses get a permit and pay a fee. See how important the sign is then. With fees it might hold the signs to a dull roar.	10/21/2015 1:36 PM
57	Roseville is not North Highlands. Keep the roadways and sidewalks clear, clean and classy. A few extra sales tax \$\$ from a sidewalk full of signs will be more than offset by a reduction in residential property values and taxes.	10/21/2015 8:52 AM
58	A-frame signs are unattractive and are sometimes placed where they block sidewalks. I consider myself pro-business, but do not feel these sign are effective. The cons outweigh the pros in this case. Please do not allow these on a permanent basis.	10/21/2015 8:31 AM
59	Signs should be allowed on a temporary basis only to announce a sale or new service. I find the sign clutter a distraction while driving—who needs more of that—especially when multiple signs are placed in the same area. Example: along Pleasant Grove Blvd at the shopping center entrance near Chick-fillet.	10/20/2015 10:33 PM
60	i think they make to sidewalks look cluttered and un- kept. They are ok for a tourist town to lure clients in but that we are not and they just look cheesy.	10/20/2015 2:24 PM
61	A-frame signs look too tacky. With apps available on cell phones, there's no need for these a-frame signs anymore.	10/20/2015 1:57 PM
62	No.	10/20/2015 11:15 AM
63	they can be a safety hazard, especially for someone with physical disabilities, are unsightly, remain in place for far too long, and seem to multiply like coat hangers. If you allow it for one business, everyone seems to place one near their business. They should be banned permanently so that city staff doesn't have to waste its time monitoring them.	10/19/2015 11:19 PM
64	I agree with temporary use but should be taken down when the business is closed.	10/19/2015 2:10 PM
65	I think for a business to have one sign is appropriate but multiple signs for the same business looks awful.	10/19/2015 12:15 PM
66	I find small A-frame signs unoffensive. The are not practical in most business settings, but are useful for businesses like real estate brokers. As they directly represent the business owner, I don't feel they would be neglected or left to become an eyesore.	10/19/2015 11:42 AM
67	Our community is more attractive with out signs everywhere. They clutter the sidewalks and need to be eliminated!	10/19/2015 10:20 AM
68	we find a frame signs all over Roseville. in the medians, attached to stop signs. Many times they block visibility when driving. they clutter Roseville and detract from our citys aesthetics for quality of life..	10/18/2015 5:11 PM

A-Frame Signs in the City of Roseville

69	Although I believe A-frame signs may help businesses to promote themselves, I'm not in favor of the signs themselves. I see one each day that is locked to a tree. It's been spray painted by someone a few times, so I guess whoever that was is not a fan either. I also see a few others that are extremely unattractive; basically written with a felt marker. That type of advertising turns me away from a business as it appears cheap; it has me wonder what else are they doing to cut corners. Some signs are just sitting on otherwise nicely landscaped corners blocking the otherwise attractive scenery. I've seen the result of too many signs down in the Arden Arcade area. It becomes so overwhelming, it's a distraction more than a benefit. I'd compare it to junk mail in the public way. Thank you for the survey.	10/17/2015 7:56 PM
70	I think too many of the signs could become an eye sore. Also it's slightly distracting to be checking out all those sign as you drive down the road.	10/16/2015 6:38 PM
71	Between kids, parents, pets, toys, etc; just one more thing for the seniors to trip on, bump into. Plus th space could be better used for a trash container or bike rack. I FALL !	10/16/2015 12:15 PM
72	I lived in Houston, TX, in the 80's and they allowed this type of signage. Every business in each strip mall had their signs out every day, all day. The signage was so prevalent that businesses then began to compete to make their signs show up more. Shiny objects, sparkly lettering and more was everywhere and the result was an ugly mess on every thoroughfare. PLEASE don't let Roseville go this route! It's easy to cave in to what other regions do, but the result is so ugly as to make people want to move away from all the now-tacky areas. Keep Roseville to a higher standard, don't backslide.	10/16/2015 5:38 AM
73	I think the existing A-frame signs are a distraction, block the visual view for both drivers and pedestrians, and they would be almost impossible to regulate. They clutter the landscape and aesthetics of Roseville, an image we have worked on for years to maintain. Many of them are located on public property. The City does a terrible job of regulating real estate signage, especially on weekends. I don't see an improvement in making the change permanent.	10/15/2015 3:29 PM
74	The signs clutter the landscape and are often left out overnight or at times when business is closed. Too often the signs are unprofessional and border upon too tattered for display.	10/15/2015 2:15 PM
75	It's not aesthetically appealing and takes up sidewalk or road space for more practical uses.	10/15/2015 12:39 PM
76	trim the trees on vemon so permanent signs are better seen	10/15/2015 7:25 AM
77	It is imperative that some businesses located behind larger businesses have visibility using exterior signage such as a-frame signs and balloons.	10/14/2015 11:10 PM
78	I DO NOT want a city of A-Frame signs. Businesses have many other way to advertise their location with modern technologies. NO A-FRAME SIGNS	10/14/2015 9:42 PM
79	Any help in attracting more business to downtown Roseville should be explored! The amount of small businesses that come and go is alarming!	10/14/2015 7:21 PM
80	They should be allowed during business hours only! And limited to 1 or 2 signs at one time period.	10/14/2015 5:24 PM
81	These signs are not the type of visual identity that I think Roseville should promote.	10/14/2015 4:13 PM
82	The City needs to do whatever is necessary to help business in downtown succeed (of course within certain parameters). Allowing A frames that are professionally constructed helps.	10/14/2015 4:13 PM
83	Small A-frame signs seem reasonable. Much better than billboards and big neon signs!	10/14/2015 3:44 PM
84	They get in the way of vision, walking, and end up in the street. Crummy looking areas of older cities are cluttered with them and it won't look any better here. Not in favor of them, they will be in front of EVERY business = confusing and an eye-sore.	10/14/2015 3:30 PM
85	I have no feeling towards them either way. We don't use them but I understand how some benefit from them. I wouldn't want them covering the sidewalks at every business in Roseville, but as they are currently used they are not a problem or unsightly at all.	10/14/2015 2:42 PM
86	A-SIGNS out on the street sidewalks is not appealing. If the A-Sign directly in front of the business it is fine. Too many A-Frames along Douglas and main corridors looks bad	10/14/2015 1:32 PM
87	A-frame signs are great for a small shop that may not yet have permanent signage (ie new / non-established businesses) - However - they are an eyesore. They may be professionally printed/made - but ultimately they are still 'cheap' signs - and when placed in the areas (as outlined in the proposal and current guidelines) look like afterthoughts. They block entry door areas (impede people using wheelchairs/assistance devices) or limit visibility when in a vehicle and they are placed near a driveway area. Ultimately - I think the A-frame signs should only be allowed for a limited period of time - when a business first opens - - - but should not be allowed to be permanent for *any* business.	10/14/2015 12:01 PM

A-Frame Signs in the City of Roseville

88	Store fronts on Vernon Street do not have much private property, a couple have small overhangs. The area in front of stores along the street is sidewalk. I do not want a cluttered and blocked sidewalk, but there should probably be language indicating an a frame sign can be placed by the business during business hours in front of the business in a location not obstructing pedestrian traffic. Thanks for the opportunity to provide input.	10/14/2015 11:28 AM
89	It is important that we communicate with businesses so that they can follow code, otherwise it will get out of hand.	10/14/2015 11:27 AM
90	given the lack of foot traffic on Vernon street, anything the city can do to help merchants attract potential customers should be allowed at this point.	10/14/2015 10:59 AM
91	They look tacky and can often distract a driver. There is enough distracted driving out there on our roads without adding to the problem. Business should work within the current policies of the City and accept them. The policies were in effect when the business was opened.	10/14/2015 9:17 AM
92	These A-Frame signs are an eyesore. Most of us (residents) are already aware of these businesses, the signs are like litter on the sidewalks.	10/14/2015 8:59 AM
93	Thought this was for one year, not permanent.	10/14/2015 8:38 AM
94	I think as long as the signs are taken down each night and secured to the ground it would be a good thing. Too many times I have seen them fall down in the windy weather; or wind up in the street where cars either run over them or swerve to avoid them. This could be a danger, but if they are secured to the ground by having a small tube of cement in the ground with a bolt, the sign could then be posted in the ground each day with a nut, thereby easily allowing removal and placement each day.	10/14/2015 8:00 AM
95	These signs just add to the general clutter of the city, making it even harder to get around on the sidewalk.	10/14/2015 7:14 AM
96	I believe A-frame signs are helpful for businesses (especially those located on large strip malls) and should be allowed; however, they should only be allowed up during normal business hours/hours of operation.	10/14/2015 6:41 AM
97	A-Frames are generally used by small businesses who need to drive as much business their way as possible.	10/14/2015 6:31 AM
98	I would also like to see better enforcement or education informing residence and business owners of our sign ordinance. I am starting to see an increase in the number of cardboard signs attached to light poles etc. these sign distract from the beauty of the city and start to tarnish Roseville's image. I feel as though over the last 5 years or so the city leaders have lost focus on what made Roseville great. This sentiment appears to be substantiated by the recent rankings of top cities in California. Folsom ranked #1 while Roseville came in 10th. (http://sacramento.press.com/2015/10/09/three-sacramento-cities-named-best-california-cities-to-put-down-roots/). Roseville used to be the gold standard in our region and its sad to see us start to take the back seat. I am hopeful with the recent change in the City Manager office the city leadership will regroup and find their way back to recognizing the elements that made Roseville the gold standard for so many years (quality of life-great schools- abundance of parks/libraries- business friendly, incredible public safety and most importantly pride of the city from their residents and workers. Residents seem to be jaded and city workers I have dealt with in various city departments appear saddened.	10/14/2015 6:00 AM
99	I very much dislike a-frame signs, esp. ones as large as the ones described; they are an eyesore. I also dislike people standing on corners waving portable signs--I make a point of never giving those companies my business! These days I use my smartphone to find the businesses I need/want.	10/13/2015 10:31 PM
100	I guess I would have to have more details. Would every business be allowed to have one? How far in front of their business would they have it? Would it be ongoing with advertisements, sales, etc. or just for special events. With the existing ones we have now, what have been the complaints. I don't have enough information.	10/13/2015 10:16 PM
101	A frames during business hours are quite helpful. However, there are many businesses that don't follow the ordinance that we have now. I have seen signs left out at all hours and signs that detract from curb appeal. I would rather have the A-frame signs the sign holders. Maybe an ordinance that allows more use but with specified time periods and standardized sizes that are adhered too.	10/13/2015 9:58 PM
102	I think these signs are tacky. Not the kind of look Roseville should be going for.	10/13/2015 8:41 PM
103	Can A-FRAME signs used for special events. For example National Night Outs, Church festivals, craft fairs. I no we do not have a business but this could help our community when a person has a garage sale. You know every weekend you still see signs posted on poles etc. Thank you	10/13/2015 8:23 PM
104	Guidelines shall be strictly enforced. Maybe used to highlight specials, with the least number of words and pleasing in appearance.	10/13/2015 6:11 PM
105	I think this would be great for Roseville businesses, but I would like the ordinance to set standards for appearance and when or where the signs can be located.	10/13/2015 5:35 PM
106	Questions too broad. Signs should not be placed in any area interfering with pedestrian traffic or blocking the view of other signage important for pedestrian or vehicular safety.	10/13/2015 5:27 PM

A-Frame Signs in the City of Roseville

107	The A signs depreciate the value of the city. They also come in different colors and fonts and sometimes with grammatical mistakes. Permanent concrete plaza signs are already sufficient	10/13/2015 5:25 PM
108	A frame signs look cheap. Stick to professional high end signs, keep Roseville high end, not tacky looking!	10/13/2015 5:09 PM
109	I believe the signs should be a conforming design. For example, I am a Realtor and when I work for a brokerage all signs have a specific design. I suggest the sandwich signs have the same size and background color with the specific company logo and phone number. The conformity will prevent the cluttered look. Just an idea - Maxine Sarmiento	10/13/2015 5:08 PM
110	I support allowing A-frame signs. I've found them useful to 'know about' businesses that I'd not known about otherwise. This is especially so for small 'mom & pop' stores. Also, with the decline in newspapers and no radio or TV station that directly serves Roseville, it is very hard to learn about local stores as they have few options for advertising. Thank you, Dave Breninger)	10/13/2015 4:51 PM
111	Yes, given proper intelligent restraints.	10/13/2015 4:45 PM
112	I think if you limit two A frame signs per business that it would be ok. I would not like to see a business with more than two.	10/13/2015 4:18 PM
113	They are a blight on the city streets. Roseville is a "classy" city and these signs only cheapen the area in which they are located. If strip malls (no matter the size) should have one standing sign with the name of all tenants listed rather than sprawling A frames.	10/13/2015 4:18 PM
114	Distracting to look at, clogs up corners, overpowering in some areas, Keep it simple.	10/13/2015 4:08 PM
115	It provides a better angle for oncoming traffic to see where businesses are. The building signs are parallel and the A frame provides a perpendicular visual. Sometimes it's hard to find a place and keep your eye on traffic, peds and bikes. A frames help!	10/13/2015 4:07 PM
116	There is enough signage for businesses and A-frames signs look tacky, blow over, and a distraction to drivers.	10/13/2015 4:04 PM
117	I think the signs are unsightly and I just ignore them. I guess sign-spinners are a thing of the past if businesses can just stick a tacky sign out front.	10/13/2015 3:59 PM
118	I think it is the first step to Roseville's visual decline. People will tend to leave them out full time and it will clutter the city. What business wouldn't put out EVERY sign they are permitted to? If you give them the opportunity the signs will put sign waving people out of jobs. The nice thing about wavers is once they are off work they take their signs with them. Most people use their phone to find a business, not look at the curb for a 4 foot tall sign. Maybe is they are required to remove them every day at the close of business and only for promotions or special limited time sale advertisements.	10/13/2015 3:56 PM
119	Just like everything else, there is always that ONE person that pushes the boundaries and ruins it for everyone. I believe that we should do whatever to help and support our businesses and A-frames are something that can definitely accomplish that with minimal impact and cost. Whatever ordinance is passed, it should keep that ONE boundary person in mind and not make it yet another fee-generator for the city either.	10/13/2015 3:42 PM
120	They are an eyesore, along with people standing on corners waving signs.	10/13/2015 3:35 PM
121	I don't believe the signs should be permanent or left out all of the time. There should be restrictions such as only allowed when the business is open for business.	10/13/2015 3:34 PM
122	I think the signs are an "eye sore". Roseville has such beautiful greenbelts around most shopping areas - the signs are tacky and don't represent Roseville in a positive way...Let's not turn into a Carmichael please!! Shelley Cody	10/13/2015 1:48 PM
123	I think that allowing A frames will create clutter to commercial centers. It is nearly impossible to police for compliance. I welcome a call to discuss. Michelle Marden, President, Citadel Management Company 916-677-2025	10/13/2015 12:32 PM
124	These signs are tacky and make our city look cheap... There was a time when they were not allowed and I would like to see our city return to that regulation.	10/13/2015 10:45 AM
125	Should only be allowed during business hours otherwise they end up being "permanent" Dimensions show no length limit?	10/13/2015 10:34 AM
126	Our sidewalks have become very cluttered looking as businesses have taken this to the extreme. Get rid of the ordinance.	10/13/2015 10:18 AM
127	Must require that signs not encroach into the required width for path of travel for wheelchair access, under CA Building Code Title 24 and ADA.	10/13/2015 9:56 AM
128	anything we can do to help businesses attract customers is a good thing	10/13/2015 6:57 AM
129	Based on my observation A-frame signs are a blight to our city and should be banned by the city council.	10/12/2015 9:24 PM

A-Frame Signs in the City of Roseville

130	If a frames are maintained, out of the right of way for pedestrians, and taken in when businesses are closed I could agree. Have to be taken down when business closed.	10/12/2015 8:47 PM
131	A frame signs seem to be fine mostly as long as they remain professionally designed and made. Tackle "sign spinners" next please as a survey at least. I think they're far far more of an eyesore and detriment to our city (and others) that needs to be curtailed. Especially the extra large ones that block views of traffic.	10/12/2015 7:40 PM
132	I think quality temporary signs (during business operating hours only) are ok. I think permanent signs degrades the value of shopping centers as well as devalues the marketing	10/12/2015 6:22 PM
133	yes just make sure that this applies to Realtors also who get their signs taken.This policy also needs to be revised. I am sure their is a better way to spend city money than Policing Realtors open house signs.	10/12/2015 4:40 PM
134	The intent of the sign ordinances are indented to keep the community looking first rate. The proliferation of A-Frames makes the area look cheap and cluttered and the sign ordinance worthless. Secondly the operators of the business who have the legal permanent signs pay a lot of money for those signs and the rights. Temporary signs should be continued, but the idea of making these a-frames permanent will be detrimental to the appeal of this community for substantial business development.	10/12/2015 4:34 PM
135	As someone who runs and also bikes around town, I find the use of A-frame signs to make both of those activities dangerous. They take up sidewalk space that is already not plentiful.	10/12/2015 2:39 PM
136	This would be very helpful. I don't have great street visibility for my retail business, and would really appreciate the opportunity for more exposure. It really helps!	10/12/2015 2:06 PM
137	Realtors are continuously pulling over in dangerous traffic areas to place A-frame signs and leaving their driver door open creating a hazard. Also, How long is a Aframe sign allowed to be posted. One day? Everyday if taken down at the end of business day?	10/12/2015 12:59 PM
138	They are visual blight and are annoying to have to walk or bike around when they are on the sidewalks.	10/12/2015 12:12 PM
139	There are A-frame signs placed on sidewalks all over town, yet the sign criteria states that it is spared to be placed on probate property only. If no one is going to monitor those that break the rules then I definitely vote for no A-frame signs.	10/12/2015 9:18 AM
140	Signage promotes business and growth!	10/12/2015 9:16 AM
141	Too much clutter. Makes area look cheap. Reminds of Los Angeles little Korea Town.	10/12/2015 6:49 AM
142	Don't know how they help locate a business since you have to be at it to see it. Ones promoting specials have enticed me inside the business but it seems handicap people have a problem with them so that's an important factor in making a decision for me.	10/12/2015 5:30 AM
143	I have always appreciated the minimal signage allowed in Roseville. However, in recent years, Roseville streets have a more cluttered appearance die to	10/11/2015 9:52 PM
144	Too many signs in some areas, especially on Pleasant Grove near Walmart. Signs knocked over. 5 to 6 next to each other. Very distracting and visually unappealing. Restrictions on numbers per shopping centers.	10/11/2015 9:15 PM
145	I need more info before I can really respond. For the strip malls, where businesses are close together, if they all had signs - that might be very tacky. Not sure how you would handle that - so for now, I say 'no thank you'.	10/11/2015 7:47 PM
146	one of the reasons I live in Roseville is that I don't have to see all that visual detracton stuff when I am driving around. It is messy looking and detracts from drivers attention. Lots of drivers have gps and all that info to get them where they want to go. You give them an Inch in a sign allowance and they will take a mile!!! Who is going to "police" the signs? I have already have had to ask businesses to remove their a-frame signs from sidewalks!! Some don't even have the brains to figure out that is not acceptable!! And there are also temporary signs placed where it impairs drivers ability to see other cars. Please, no a frame signs!!!	10/11/2015 12:23 PM
147	There is already a sign on the building. I'm sorry if one business is more visible from the street. That's why the rent and cost of buildings is what it is. Move if you don't like it. 20 A frame signs lining the street of a strip mall looks trashy.	10/11/2015 10:19 AM
148	I strongly oppose the continued use of these types of signs due to the obvious clutter factor and sight and accessibility impairments that have already and will continue to occur. While I understand the need for local businesses to promote themselves in the community, I have yet to hear a compelling argument on how this type of advertising has a worthwhile impact. Additionally, Roseville does not have the resources to provide the effective enforcement of a sign code. This is already evident in several places around town. As a growing city, we should be focused on cleaning up our spaces, not encouraging more clutter. The city already has trouble regulating old, abandoned yard sale signs, which can be seen all over town. Now we're supposed to approve even more signage that will go mostly unchecked? A very poor idea for our city, indeed.	10/11/2015 9:35 AM
149	How far	10/11/2015 8:42 AM

A-Frame Signs in the City of Roseville

150	They provide too much clutter and look tacky. Let's keep roseville clean and looking high class. Not trashy.	10/11/2015 7:53 AM
151	They create obstacles on sidewalks.	10/11/2015 1:04 AM
152	They help to find businesses that are not visible from the street. However, I DO NOT like them when they are on any sidewalk or other pedestrian thruway.	10/10/2015 10:04 PM
153	These signs are helpful when trying to locate a business while driving. I don't have to take my eyes so far off the road. I do think that they should be limited to a certain size of business. We don't need to see Wal-Mart or Target signs.	10/10/2015 9:54 PM
154	This is a good idea, and I applaud the City of Roseville for even considering this as an option. Too many municipalities are closed minded...	10/10/2015 7:15 PM
155	Please let's keep Roseville clutter free and clean!	10/10/2015 5:16 PM
156	The chance of too much eye clutter is too high. The signs are going to be competing for the eyes of viewers, leading to more garishness and creating distractions for drivers.	10/10/2015 3:17 PM
157	A single A frame sign may provide location assistance, but multiple signs lose their effectiveness and are an eyesore. Code enforcement is already a problem as there are many non-compliant signs already. With access to gps technology widely available, it is very easy to locate a business from remote locations. An A frame is probably the last method used to find whatever services one needs. I am adamantly against the approval of these signs!	10/10/2015 3:16 PM
158	Trashy and useless no benefit	10/10/2015 2:19 PM
159	It really makes me mad that they put the signs right in the sidewalk in people's way when I have a husband (and friends) that is/are physically disabled and is/are in a wheelchair and can't go around.	10/10/2015 1:05 PM
160	That's just it, if one business does it they will all do it. There is a strip mall on every corner on main streets (Douglas, Rocky Ridge, Eureka, Sierra College and etc.) I can envision an A-frame in front of all the little business fronts and the sight does not look good. No racial slur intended....but can you say LITTLE TIJUANA NORTH. It's bad enough that there are dancing bodies on street corners with signs on them to distract you while your driving. If a business has something I want to buy I can Google them. EditDelete	10/10/2015 12:52 PM
161	Drivers seem to be more distracted than ever before. When these signs are designed to get divers attention or they block a drivers view, they become a hazzard.	10/10/2015 12:41 PM
162	The signs at corners often make it difficult to see if there is oncoming traffic so they are a real safety hazard. Specifically at Pleasant Grove near Chic Fil-A where it's hard to get out anyway. Quite frankly, the signs look tacky; don't do that much good and make Roseville look low-class. The downturn is over; get rid of them. They are cheap looking no matter who makes them.	10/10/2015 11:54 AM
163	Having several of these signs will make the city look dirty and cluttered. Please abolish this idea.	10/10/2015 11:36 AM
164	In certain business areas where the store front is not visible from the street, an A frame can be helpful. However, with technology at our fingertips I use Google maps to locate business 99% of the time. I do not like to see several signs on the corners as it looks cluttered .	10/10/2015 11:25 AM
165	Many times the stores look closed and it helps to see that they are open. I feel for the merchant especially in downtown Roseville where the permanent signs are hard to read while driving by or even when walking for that matter.	10/10/2015 9:25 AM
166	The businesses should take them in when they are closed. They should only be out during hours of operation.	10/10/2015 8:08 AM
167	The signs make the sidewalks and surrounding areas seem cluttered and ghettoish. I don't like them.	10/10/2015 6:56 AM
168	I drive by these every day to work and back, they are a complete eye-sore, all different sizes,colors, shapes, here, there, I personally hate it only because it ends up looking low class, the signs get old and the whole area looks dirty	10/10/2015 6:45 AM
169	With respect to #3, I don't think a consumer uses an A-frame sign to locate a business. A consumer may find an A-frame sign helpful if the business is advertising something of interest to that consumer. With respect to #4, I did not see anything that would regulate how the sign would look. I have seen some pretty ugly looking signs in sac. With regard to #6, only if the regs give guidance to make signs conform to neighborhood esthetics.	10/10/2015 2:08 AM
170	While I understand that enforcement of a ban on A-frame signs is difficult, I believe that allowing them promotes urban blight. Shopping Centers that end up with an A-frame for every business located in the landscape areas and of all different materials is unsightly to me. I think business owners would be better off using online resources to promote their businesses. Perhaps fines from citations for illegal signs could be used to hire an employee that could assist small business owners with webpage design and use of social media.	10/9/2015 11:03 PM
171	As long as there is still room for multiple people wide to walk on sidewalks without the signs being an obstruction.	10/9/2015 10:59 PM
172	Majority of people find store locations with phone based map application. And they often look up reviews or services prior on the phone too. These things are not more helpful, cause more clutter & often impede bike/pedestrian flow.	10/9/2015 10:10 PM

A-Frame Signs in the City of Roseville

173	Very helpful in finding businesses in local strip malls and other businesses.	10/9/2015 9:56 PM
174	They make solid economic sense. Yes, we need to ensure they have some sense of uniformity and good maintenance, but businesses really hurt without them. They really do make a huge difference to foot traffic into our businesses.	10/9/2015 9:42 PM
175	A-frame Signs make a significant difference to the bottom line of my business and many of my neighboring businesses. People driving by don't know we're here without them. This is a fact because when I don't put out the sign, my sales drop significantly! I do think the city needs to develop some rules that require maintenance of signs (and flags) that fade and fall apart. They also need to develop a beneficial and creative way to keep signs from looking clumped as they do in a few locations around the city. Most locations use them well though.	10/9/2015 9:02 PM
176	The A frame signs look like clutter and can block foot traffic.	10/9/2015 8:52 PM
177	Should there be a maximum number of signs per sidewalk? I'd hate to have a whole sidewalk cluttered with signs that forces people to go into the street or parking lot just to get past the sign(s). And how would wheelchairs and walkers cope with them?	10/9/2015 8:42 PM
178	As long as they are not blocking the sidewalk or causing any disruption of foot traffic	10/9/2015 8:26 PM
179	A frame signs are tacky and cheapen up the area.	10/9/2015 8:05 PM
180	I feel the signs should be only temporary.	10/9/2015 7:53 PM
181	They are a hazard. They block the side walk and make it difficult for handicapped people to navigate . Shop owners and the city should be held responsible for injuries they cause.	10/9/2015 7:33 PM
182	Could you do something about Real Estate Agents that put out 20 signs to one open house, all the way down a major street, every few feet. Looks disgusting and trashy.	10/9/2015 6:54 PM
183	The A-frame signs should be set up only for a special event. They make Roseville look like a ghetto dump. I am fine seeing them for special events and a special sale. But they should be limited to a day or two per month per business for this purpose. We can use landmark building signs to know what is in a shopping center. Can you imagine if every shop in the mall put out an A frame sign along Roseville Parkway or Galleria Blvd? Clean up Roseville and get rid of the "permanent" temporary A-Frame signs.	10/9/2015 5:07 PM
184	there should be some type of assurance that there will not be too many of these signs in one area. I would not like to see the sidewalk littered with these. They could also cause a safety issue (tripping, etc).	10/9/2015 4:30 PM
185	The A-frame signs make it so much easier to locate a business or see what businesses you're passing by if you're on a sidewalk and can't view the sign on the roof/overhang. It would make navigating downtown/old Roseville easier.	10/9/2015 4:07 PM
186	Ugly, clutter, ban them	10/9/2015 3:56 PM
187	The only problem I see with these signs is when many are placed together along a busy street near an intersection when they impair the view of oncoming cars. This is the case on Pleasant Grove near the entrance to Chick fil A. Makes it hard to see cars coming when you're in your car getting out of that shopping center.	10/9/2015 3:37 PM
188	Please keep them off the sidewalks.	10/9/2015 3:31 PM
189	Too much clutter on sidewalks, poses hazards if there are many pedestrians, some may walk onto road and cause accident.	10/9/2015 3:29 PM
190	A frame signs are a trip hazard to me as I often walk into them.	10/9/2015 3:28 PM
191	This states that they are not allowed on sidewalks or right of ways, but this is grossly violated. These are an eyesore and cheapen the look of the city.	10/9/2015 3:25 PM
192	They are ugly, and many businesses place them on public property.. too many are already in use	10/9/2015 3:20 PM
193	I don't like seeing a lot of them all crowded together but an occasional one or two in an area is ok.	10/9/2015 3:19 PM
194	I find the signs helpful and most are attractive and quaint.	10/9/2015 3:09 PM
195	No issues with these signs, as long they're not for things like promoting the smoke shop across the street from our elementary school. Bad enough that it's there at all, but that's another story. Otherwise, no issues with signs helping to promote small businesses.	10/9/2015 3:03 PM
196	As a resident since 1991, I have never been influenced to patronize a business because of their use of A-Frame signs. I think they ultimately leave a negative impression of the city due to their haphazard placements, and in some areas overuse. There are areas in my neighborhood where the A-Frame sign regulations are not enforced: Buns and Co., multiple barber shops on Douglas where the signs are placed on sidewalks and near the entrances/exits of the parking lots.	10/9/2015 3:02 PM

A-Frame Signs in the City of Roseville

197	As long as they are not too "industrial" looking- they can be charming- especially in old parts of Roseville. I would not want to look at generic signs- that are of a permanent nature- signs that are all homogenous- and look sterile- / industrial- I think that unique hand made would be the way to go- I Don't want to look at a bunch of "Quizno's"... or "Togo's" or whatever kind of strip mall chain store signs. That is Not charming. That would look like crap. Home-spun-old-timey= charm.	10/9/2015 2:51 PM
198	They clutter up the sidewalks and detract from the beauty of Roseville. Pleasant Grove by Wendy's, Sams & Sonic look junky from all the signs. I have never used an a frame sign to identify where I was going. They're unneeded.	10/9/2015 2:47 PM
199	It looks tacky and litters the public right of way, blocking the views for access into driveways.	10/9/2015 2:19 PM
200	I think the use of sandwich signs is quaint and charming. They aren't a nuisance and enhance the overall look and feel of the areas that use them.	10/9/2015 2:14 PM
201	Keep the quality of Roseville intact :)	10/9/2015 2:12 PM
202	If a business owner wants to use a sign, I think they should be allowed to do so.	10/9/2015 2:10 PM
203	Tacky looking, many on streets hazard to driving, especially on Riverside Ave. Perhaps for special events, but overall think they are very unappealing.	10/9/2015 2:10 PM
204	What about better information in the window of the store - why do we need other advertising - are they limited in what they can do ?	10/9/2015 2:02 PM
205	Not on side of street. Must be in front of business away from street.	10/9/2015 2:02 PM
206	I believe they serve a purpose for "special" events, but not on a permanent basis!!! They appear to me as "trashy" & make too many hazards on sidewalks & at corners,,, Thank you for asking!	10/9/2015 1:59 PM
207	The A frame signs are overwhelming and blocking each other on certain corners along Douglas Blvd. I understand how small businesses may be in locations with no visibility from the street but there are many other ways to advertise digitally. It may have been a good idea a year ago but it is now visually tacky. And don't allow our main streets to look like Fulton Ave. in Sacramento.	10/9/2015 1:55 PM
208	But the signs should rotate so as to avoid getting ratty and beat up.	10/9/2015 1:02 PM
209	I am fully for A-frame signs, as long as they provide visibility not already available. For example, I don't need to see them lined up outside the mall, the Fountains, or a strip-mall where signage is available but everyone would benefit in laces like downtown where you can't look at the building signs easily without taking your eyes off the road.	10/9/2015 1:00 PM
210	They are an eye sore. Please do not allow them on public/city property.	10/9/2015 12:54 PM
211	Extend the current ordinance for 12 months with the stipulation that signs be located specific distances from each other and be removed after business hours.	10/9/2015 12:33 PM
212	Don't like flags with business names & the proliferation of A frame signs is a visual blight	10/9/2015 12:29 PM
213	Looks tacky to have signs out all the time.	10/9/2015 12:27 PM
214	But keep off sidewalks and only allow so many in a given area. But will be hard to police though.	10/9/2015 12:16 PM
215	I like A-frame signs and prefer them to other larger signs such as billboards.	10/9/2015 12:12 PM
216	Can we ban sign twirlers? They distract drivers and IMHO cause accidents.	10/9/2015 12:01 PM
217	My opinion is it does not help businesses. I go by word of mouth or newspaper ads and coupons. It also damages the nice look of Roseville streets. All those signs on Pleasant Grove near Chick Fil-A are an example of sign clutter. No to A-frames	10/9/2015 12:00 PM
218	A-frame signs are a visual blight. One permanent sign will become 2, then 3, etc. Get rid of them all. Please.	10/9/2015 11:49 AM
219	If businesses are not clearly marked, or if trees block the signage, the A-Frame signs are helpful. If the signage is unobscured, there is no need for the A-Frame signs.	10/9/2015 11:48 AM
220	We are already flooded with advertizing in every conceivable location and through every type of media. Not only is yet another ad placement not needed, these signs clutter the sidewalks and lots and make our city look cheap. If we want to locate any business, a quick search of the internet yields a multitude of choices. We should be removing these signs instead of allowing them to become permanent.	10/9/2015 11:24 AM
221	They can be a good way to attract business, the city needs to find a balance of signage and aesthetics.	10/9/2015 11:14 AM
222	A-frames or any movable signage are too hard to regulate. They compete for visibility and frequently block critical visibility of on-coming traffic. I work in a shop at the corner of Douglas and Harding and signs from the strip center get put on the law making it impossible to see down the road when trying to make a right turn onto Douglas (from the Burger King). Plus the portable signs really trash up the look of the street.	10/9/2015 10:48 AM

A-Frame Signs in the City of Roseville

223	I think they look neat and tidy and are a big help in finding businesses more easily. Also great for helping Roseville CA clients sell their homes through open houses :)	10/9/2015 10:21 AM
224	Some business, especially the smaller ones, are sometimes in places hard to find from the street. The ordinance should take into account the location as in reference to the street traffic. Large businesses have no problem in being recognized!	10/9/2015 10:20 AM
225	A frame signs for business owners with a small establishment would greatly benefit from this. As an avid shopper I can attest these help prevent overlooking a shop with just a few steps. Love the comedic messages The Place adds to theirs. My only suggestion is to define the quality of the signs in a more detailed manner to prevent tackiness. I feel they contribute to the vibrancy of shopping districts.	10/9/2015 10:14 AM
226	I find these signs really helpful, especially in places like old/downtown Roseville where businesses get hidden in small nooks and crannies, or places with not a lot of visibility/traffic.	10/9/2015 10:04 AM
227	Individual property owners should be able to establish sign programs for their properties that are more restrictive than the City program - allowing for restriction of AFrame signs on their property under property specific CC&Rs.	10/9/2015 10:02 AM
228	Woken businesses are clustering the signs at intersections or entrances it looks horrible. There is no reason for a-frame signs for strip malls or commercial zoned areas. The only instance an a-frame sign should be used is for smaller businesses with daily specials (for restaurants) in front of those facilities.	10/9/2015 10:00 AM
229	I feel the A-frame signs are tacky and unnecessary. Most of the time they aren't in front of the business anyway. They are out on the sidewalks in front of the center. Are the business owners aware of the ADA laws; are the signs placed in a way where they do not encroach the accessible path of travel?	10/9/2015 9:42 AM
230	Although it may help businesses I would prefer to avoid the negative visual impact.	10/9/2015 9:33 AM
231	These signs significantly boost sales because passers by notice the signs more than the buildings that are set back further. However, the city should develop a technique to keep them in good shape (no damage or fading) and develop a way to limit tons plopped all over the place.	10/9/2015 9:30 AM
232	I don't like the added visual clutter - it detracts from the overall look of the town, making it look untidy and, worse, cheap. More importantly, I think the physical clutter could get in the way of people with mobility issues, whether or not they use assisting devices. Businesses have plenty of ways to advertise themselves - there's no need to also use A-frames.	10/9/2015 9:19 AM
233	Easy to see while driving. I like the idea.	10/9/2015 9:09 AM
234	My thoughts—Enough with the clutter that "A" frame signs create. Frequently they are lying flat on the ground just raising the possibility of someone tripping—then that eventual law suit.	10/9/2015 9:06 AM
235	My concern is lines of A frame signs in front of every commercial property as de facto permanent fixtures.	10/9/2015 9:06 AM
236	The use of banner signs has already been loosened, creating more visual clutter. For most businesses, the use of A frames would be merely a psychological boost to the business owner, without adding any value to the public, or most likely additional traffic to the business. Before the city takes any action, there needs to be a study showing that A-frames actually drive additional business for businesses. We used to have pride in the differences between Roseville and our neighbors, including the cleanliness and lack of visual pollution.	10/9/2015 9:04 AM
237	I think signs of business advertisement are okay, but not for the use of displaying an opinion. I think sign content should require approval, but the signs themselves are fine.	10/9/2015 9:04 AM
238	The signs should not impede on sidewalks and roadways. The signs should be picked up and put away when a business is closed. Warnings and citations should be given when a owner of the sign is not compliant.	10/9/2015 9:00 AM
239	I think it is a great idea. Many times while walking this is how I find out about businesses and their locations because I am not looking up while walking, the signs are located at eye level. However, I think the signs need to accommodate those who use wheelchairs, motorized scooters and/or strollers, thanks for asking for our input!	10/9/2015 9:00 AM
240	Allowed, but with placement and size standards to keep streets from looking "cluttered".	10/9/2015 8:59 AM
241	If business is good, no need for extra sign. Clutters street, walking hazard. Most people don't even read them unless it says "SALE".	10/9/2015 8:55 AM
242	I would have answered #6 No Opinion, but that wasn't an option. I feel these A-Frame signs only help when you are walking in an area, for example, downtown Roseville. I was looking for Small Cakes about a year ago. When I pulled into the shopping center, Small Cakes had no signage above the storefront like the other businesses. I didn't know they were part of a yogurt shop as well. I called Small Cakes from my car to see exactly where they were before leaving the shopping center. People may not take the time to call and this may be a missed opportunity for a sale if all the business uses is an A-Frame sign. By the way, the small cakes are wonderful! Has safety been an issue since the A-Frame signs have been temporarily used for a few years?	10/9/2015 8:52 AM

A-Frame Signs in the City of Roseville

243	All signs should be permitted provided that; A) they are located on private property (e.g. nothing on the streets or sidewalks). B) They only advertise on-site businesses (e.g. nothing for Lasik in Rocklin or Cash for Gold in Folsom). C) Temporary signs are only to be displayed during business hours (e.g. nothing left out over-night while business is closed).	10/9/2015 8:48 AM
244	If it helps generate sales it brings in more taxes.	10/9/2015 8:46 AM
245	I think they're hazardous, cluttering and chunky. I don't want to walk down a sidewalk cluttered with them. Thank you! Also, difficult to maneuver mobility aids such as wheelchairs or scooters around them. Thanks!	10/9/2015 8:42 AM
246	Roseville has become too retail already, we do not need signs on our sidewalks, we are not Vegas	10/9/2015 8:40 AM
247	I believe that they are tacky! They have become more of an ugly distraction to drivers and pedestrian hazard due to the volume some street corners have.	10/9/2015 8:36 AM
248	While this will start as a good idea, it will not be long until parts of town look like Citrus Heights.	10/9/2015 8:34 AM
249	As a former business owner, signage can help to bring more Awareness of a business or service to the walking or driving Public.	10/9/2015 8:31 AM
250	I don't think it's a big deal to allow them as long as they are a reasonable size. A lot of businesses use them to catch your attention or tell you about deals and I appreciate that as a consumer.	10/9/2015 8:29 AM
251	Ok old town and down town but other places like by Walmart on pleasant grove and others looks shabby	10/9/2015 8:29 AM
252	These signs make our beautiful city cluttered and takes away from the nice look of our lovely Roseville streets. I believe the signage on the building/store fronts are enough. We want our city to look upscale and clean and that differentiates our city from others. Thank you!	10/9/2015 8:28 AM
253	I have found these signs to be very helpful when looking for a business!	10/9/2015 8:27 AM
254	I have lived in a city in WA that allowed A-frame signs and the there were so many it looked just awful!!	10/9/2015 8:26 AM
255	I see them more as a temporary signage that identifies a special going on. Using the signage as a post of business hours is not reasonable. Signage should be pulled when the business is closed on holidays and nights.	10/9/2015 8:25 AM
256	There is no reason why a business shouldn't be able to advertise at the street level. A lot of businesses on Vernon street are hidden by city trees and never seen by cars passing by. Ive lived in this city most of my life and if it weren't for me walking the sidewalks at times, i wouldn't even know about many of the smaller businesses in town.	10/9/2015 8:23 AM
257	The sign ordinances in Roseville need help! It is too restrictive...I am not suggesting putting signs everywhere. But we need to be mindful of business owners and their needs to operate their businesses.	10/9/2015 8:21 AM
258	When I visited Carnegie Hall in New York the clutter on the sidewalk struck me immediately as a very negative ghetto-like and desperate look, which severely ruined my expected good impression of the area.	10/9/2015 8:19 AM
259	The signs are en eyesore get rid of them.	10/9/2015 8:19 AM
260	It does detract from the City's clean appearance, but I am OK with the ordinance as long as it stays at 1 small sign per business.	10/9/2015 8:16 AM
261	Between the A-frames and dancing sign holders, some corners are a big eyesore. I'd prefer not to look at constant advertising as I drive through this beautiful city.	10/9/2015 8:13 AM
262	There needs to be provision to remove signs that are ugly	10/9/2015 8:11 AM
263	We both own a business and live in Roseville. We support the permanent use of A-frame signs. Thanks for the survey!	10/9/2015 8:09 AM
264	This is Steve Lindbeck	10/7/2015 8:43 AM

9 Sept 2015

Dear City Council,

My name is Ralph Felix and I live in Sun City Roseville. My wife Elissa and I moved here 8 years ago from Lancaster, CA located in north LA County. After living here a short time I realized how fortunate we were in living in such a beautiful city. We were especially impressed with the management of the city and the harmonious working relationship between the city management and the council. We were also impressed at the beautiful parks, schools and overall appearance of the city including the downtown area.

One of my pet peeves with the Lancaster city management was their poor code enforcement especially when dealing with signage. Signs of all types were posted throughout the city on light and telephone poles, placed on both city and private property. I found Roseville code enforcement excellent until a few years ago when A-Frame signs became common throughout the city. I checked with the Roseville Planning department and was told that A-Frame signs were temporarily approved as a result of the slow economy, and the ordinance allowing them was valid until October 18, 2015. The purpose of this letter is to request that this ordinance be rescinded disallowing A-frames..

Below is information on signs from the Roseville City website. The highlights in red are mine. I believe that Finding B is not being adhered to by A-Frame signs. I've attached some photos I took recently driving west on Pleasant Grove entering the city from Freeway 65. I've also attached some photos of A-Frame signs taken **today** during a 10 minute drive on Foothills Blvd, Pleasant Grove Blvd and Woodcreek Oaks Blvd. I suspect it's the same throughout your neighborhood. No matter how well these signs are maintained, it's clear to me that **they contribute to visual clutter, confusion, aesthetic blight, and create an unpleasant impression. This is not what we want entering and driving through our beautiful city.**

*17.02.020 Findings. The City Council adopts this Title based upon the following findings: A. Signs are an essential element of any community. As such, their location, number, size, design, and relationship to each other and to other structures have a significant influence upon a community's appearance and welfare, and a resultant effect upon a viewer's perception of the community. Signs serve a useful purpose in communicating messages, whether commercial, noncommercial, or merely informative, or otherwise. **B. Where signs are not properly regulated and maintained, they contribute to visual clutter, confusion, aesthetic blight, and create an unpleasant impression.** They may cause traffic hazards and impede rather than enhance commerce and communication. In such situations, signs may fail to achieve their original objective of communication. Failure to appropriately regulate signs adversely affects the public health, safety and welfare.*

*17.10.186 A-frame signs. **This section of this chapter has been approved on a temporary basis to allow A-frame signs until October 18, 2015.** A. Quantity. One per business. B. Size. A maximum of six square feet per side. C. Height. A maximum height of four feet. D. Acceptable Materials. Professional quality materials (stenciled plywood is prohibited). E. Location. A-frame signs shall be located on private property, which may include privately owned commercial property landscape setbacks. A-frame signs are prohibited in the public right-of-way including medians and sidewalks, and shall not block accessible paths of travel or inhibit sight distance for ingress and egress. F. Stabilization. All A-frame signs shall be able to withstand wind gusts or must be removed during inclement weather. G. Sign Copy. Messaging on A-frames shall be*

limited to advertisement of on-site businesses only.

I searched the website of neighboring cities regarding portable A-Frame sign ordinances. They are prohibited in Folsom, Lincoln ?, Sacramento County, and Santa Rosa. Best I can tell they are allowed in Rocklin and Auburn. I visit Orange County often and find that temporary signs are prohibited or limited in use in cities such as Irvine, Laguna Beach, Mission Viejo, San Clemente, Newport Beach, San Juan Capistrano, etc. Where these signs are allowed they are often limited in their distance (such as 10-15 feet) from the place of business. If this requirement were placed on signs in Roseville, the problem would be lessened as most signs appear to be 50 feet or more from the place of business.

Monument Signs such as the one shown below, advertising the businesses in a shopping center, are attractive, easy to see and take the place of multiple A-Frame signs. Where sufficient space was not provided for all the tenants, the landlord should be required to enlarge the existing sign or provide more signs. The public should not be required to accept the unsightly A-Frame signs.



Even though the temporary code is still in effect, I'm not certain it's being adhered to. For example, some signs are in the public medium, some are larger than allowed, and some are on the sidewalk in the Downtown area.

Based on my findings I strongly recommend that the City prohibit portable A-Frame signs as they are a aesthetic blight to the city. I believe that if you drive through our city you will come to the same conclusion. If the existing ordinance is made permanent, there will be a proliferation of A-Frame signs throughout the city. Don't expect individual citizens to raise this concern. I think it is reasonable to expect our city officials to decide what's in the best interests of the community. You've succeeded in developing a beautiful city, the envy of Sacramento and Placer counties. Don't ruin it by allowing A-Frame signs.

Respectfully,

Ralph Felix















ORDINANCE NO. 5236

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTION 17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING A-FRAME SIGNS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 17.10.186 of Chapter 17.10 of Title 17 of the Roseville Municipal Code is hereby amended to read as follows:

17.10.186 A-frame signs.

This section of this chapter has been approved on a temporary basis to allow A-frame signs until October 18, 2015.

- A. Quantity. One per business.
- B. Size. A maximum of six square feet per side.
- C. Height. A maximum height of four feet.
- D. Acceptable Materials. Professional quality materials (stenciled plywood is prohibited).
- E. Location. A-frame signs shall be located on private property, which may include privately owned commercial property landscape setbacks. A-frame signs are prohibited in the public right-of-way including medians and sidewalks, and shall not block accessible paths of travel or inhibit sight distance for ingress and egress.
- F. Stabilization. All A-frame signs shall be able to withstand wind gusts or must be removed during inclement weather.
- G. Sign Copy. Messaging on A-frames shall be limited to advertisement of on-site businesses only.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. 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 18th day of September, 2013, by the following vote on roll call:

AYES COUNCILMEMBERS: Roccucci, Herman, Gore, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Garcia



MAYOR

ATTEST:


City Clerk



COUNCIL COMMUNICATION

CC #: 7611

File #: 0400-04-12-1

Title:

Westbrook Phase 2 & 3 - General Plan Amendment, Sierra Vista Specific Plan Amendment, West Roseville Specific Plan Amendment, Rezone, Westbrook Development Agreement Amendment, Westpark Development Agreement Amendment - 10.2 AND 10.3 WILL BE HEARD CONCURRENTLY

Contact:

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

Meeting Date: 4/20/2016

Item #: 10.2.

RECOMMENDATION TO COUNCIL

At the March 24, 2016 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

- A. Consider the Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration,
- B. Approve the General Plan Amendment,
- C. Approve the Sierra Vista Specific Plan Amendment,
- D. Approve the West Roseville Specific Plan Amendment,
- E. Adopt the two (2) findings of fact and approve the Rezone,
- F. Adopt the five (5) findings of fact and approve the Westbrook Development Agreement Amendment,
- G. Adopt the five (5) findings of fact and approve the Westpark Development Agreement Amendment,
- H. Adopt the three (3) findings of fact and approve the Large Lot Tentative Subdivision Map subject to thirty-three (33) conditions of approval, and
- I. Adopt the three (3) findings of fact and approve the Small Lot Tentative Subdivision Map subject to eighty-three (83) conditions of approval.

BACKGROUND

The project includes land use changes within the northwestern portion of the Sierra Vista Specific Plan (SVSP), in the Westbrook area, south of Pleasant Grove Boulevard and west of Westbrook Boulevard (see Figure 1 of the Planning Commission staff report, included as Attachment 5). The SVSP was approved on May 20, 2010 (File #2007PL-044). In June 2012 the Westbrook project (File# 2011PL-043) amended much of the Urban Reserve portion of the SVSP to allow a mix of land uses. The applicant now proposes to reconfigure and redesignate land uses within the 240-acre Phase 2 and Phase 3 portions of the Westbrook area.

SUMMARY EVALUATION:

The requested entitlements will allow age-restricted uses consistent with the City's Age Restricted Rezone Policy. To process these changes, the applicant requests a General Plan Amendment, an Amendment of the Sierra Vista Specific Plan, and a Rezone. This will result in changes to both the location and amount of acreage devoted to the current land uses, which include Low, Medium, and High Density Residential; Community Commercial; Commercial/Commercial Mixed Use; Public/Quasi-Public; Parks and Recreation; and Open Space. A detailed project description and evaluation are included in Attachment 5, the Planning Commission staff report. This summary evaluation provides brief summaries of the staff report analysis, along with page references to the staff report where additional details can be found.

A discussion of the proposed General Plan Amendment, Amendment of the SVSP, and Rezone are found on pages 5–8 of Attachment 5. Table 1 of the Attachment 5 shows the proposed changes in acreage and units. The project will increase Low Density Residential uses in the SVSP by 3%, decrease Medium Density Residential by 2% and decrease High Density Residential by 1%. The project will also reduce Community Commercial property by approximately 18 acres, but the two most key commercial areas (WB-41 and WB-42) will remain. These two parcels will provide a wide range of commercial goods and services to the Westbrook area. In addition, Parcel WB-42 will provide an area designated for a transit transfer station, as envisioned by the SVSP. There are no changes proposed to the amount of Public/Quasi-Public property. Due to lower park requirements for age-restricted product, a 0.9-acre reduction in park acreage is proposed. The Planning Commission staff report discussion concludes the project would maintain an appropriate balance of uses, and would be configured in a manner consistent with the goals, policies, and intent of the General Plan and Specific Plan. After examining the findings for a Rezone, the Planning Commission concluded that the project can be supported.

Related to these entitlements, the project's consistency with the City's Age Restricted Rezone Policy and the Conversion of Non-Residential to Residential Land Use Policy (see pages 8–11 of Attachment 5) was also reviewed by the Planning Commission. The Planning Commission concluded that the project is consistent with both of these City policies.

The project also includes changes to the Affordable Housing Plan, including the transfer of an Affordable Housing obligation from Parcel W-16 in the West Roseville Specific Plan (WRSP) to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan (SVSP); these parcels are in close proximity to each other, and close to the boundary of the two Specific Plans. Processing this transfer of Affordable Housing requires amending the Development Agreement covering SVSP Parcels WB-30 and WB-32 and the Development Agreement covering WRSP Parcel W-16, as well as amending both the Sierra Vista and West Roseville Specific Plans. The Planning Commission reviewed these changes and was supportive of the proposed transfer of housing. This transfer will make Parcel W-16 fully market-rate and the other parcels fully affordable, increasing the likelihood that all three can be funded and developed. The Planning Commission also assessed the City's Housing Element Inventory, and determined that the City will still meet its inventory obligations after approval of the project. Refer to pages 11–13 of Attachment 5).

A detailed discussion of the Development Agreement Amendments necessary to support the requested entitlements is included on pages 13–14 of Attachment 5. The changes to the Westpark DA consist entirely of changes to affordable housing obligations, to reflect the transfer of affordable housing out of the West Roseville Specific Plan. The changes to the Westbrook DA also include changes to affordable housing, but further include text and exhibit revisions needed for the DA to remain consistent with the General Plan Amendment, Specific Plan Amendment, and Rezone. Additional DA revisions include changes to the implementation of infrastructure, based on updated technical analyses, and changes to fees as a result of the age-restricted component of the project.

Lastly, the project includes a Large-Lot Tentative Subdivision Map (pages 14–15 of Attachment 5) covering the entire 240 acres and a Small-Lot Tentative Subdivision Map (pages 16–17 of Attachment 5) covering a 124.6-acre portion of the larger project area. The small lot map would

create 582 single-family lots, including 493 age-restricted lots. In order to create the desired subdivision configuration, the associated Specific Plan Amendment includes changing the planned roadway configuration of Silver Spruce Drive. The Planning Commission reviewed both the large and small lot map to ensure that the maps created usable lots, maintained connectivity, and achieved the City's standards, and concluded the project can be supported.

SUMMARY OF PLANNING COMMISSION HEARING:

The project was heard by the City's Planning Commission on March 24, 2016. The applicant's representative addressed the Commission, spoke in favor of the project and requested approval by the Commission. Commission discussion focused on Affordable Housing income limits, and emphasized that Affordable Housing in the City has been successfully developed. At the close of the meeting the project was unanimously approved (6 aye, 0 nay, 1 absent).

PUBLIC OUTREACH:

The project application was circulated for review and comment to both internal City staff and to external agencies which have requested such notice. As the project was revised, the application was circulated multiple times to ensure reviewers had an opportunity to consider the revisions. The project application and revisions were circulated to the Roseville Coalition of Neighborhoods as well as the Westpark Neighborhood Association and the Fiddymont Farms Neighborhood Association. Comments and recommended conditions were received and incorporated into the project or included in the conditions of approval; there are no outstanding items at this time. In addition, a public notice was published in a newspaper of general circulation, and individual notices were mailed to all property owners within 300 feet of the project boundary. No concerns or other correspondence was received in response to the public notice.

FISCAL IMPACT

A Fiscal Impact Analysis (Attachment 6) was prepared for the project to examine the proposed change in land uses. This study determined that although expected revenues from the project would decline due to the reduction in commercial land and reduced impact fees from the age-restricted community, the project would continue to provide a positive benefit to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will generate construction jobs, and the proposed non-residential uses will add additional retail and other commercial employment areas.

ENVIRONMENTAL REVIEW

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports and Mitigated Negative Declarations, an Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration (SCH # 2008032115, adopted June 25, 2012) has been prepared to cover the minor technical changes and additions necessary to describe the proposed Project. The Addendum plus the adopted Mitigated Negative Declaration and Initial Study are included as Exhibit A of this staff report. Mitigation measures from the SVSP Mitigation Monitoring and Reporting Program that are applicable to this project are included as Attachment 4.

Respectfully Submitted,

Lauren Hocker, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment 1 Existing and Proposed Land Use Changes

Attachment 2 Age-Restricted Rezone Policy

Attachment 3 Non-Residential Conversion Policy

Attachment 4 Table of Applicable Mitigation

Attachment 5 Staff Report Planning Commission (Exhibits & Attachments on file with Planning Division)

Attachment 6 Fiscal Impact Study

Exhibit A_Addendum and Mitigated Negative Declaration

Resolution 16-133

Exhibit B_General Plan and Specific Plan Amendment Exhibit

Exhibit C_General Plan Change Pages

WRSP DAA ordinance

Exhibit D_7th Amendment to the Westpark Development Agreement

SVSP DAA Ordinance

Exhibit E_1st Amendment to the Westbrook Development Agreement

SVSP SPA Reso

Exhibit F_Sierra Vista Specific Plan Change Pages.

Exhibit G_West Roseville Specific Plan Change Pages

WRSP SPA Reso

Rezone ordinance

Exhibit H_Rezone Exhibit

Exhibit I_Large Lot Tentative Map

Exhibit J_Small Lot Tentative Map (SLTM)

Exhibit K_SLTM Attachment A – Conceptual Paseo, Public Utilities Easements, and Emergency Vehicle Access

Exhibit L_SLTM Attachment B – Intersection Geometry Details

Exhibit M_SLTM Attachment C – Entry Monument Details

Exhibit N_SLTM Attachment D – Stormdrain Layout Detail

Existing and Proposed General Plan and Specific Plan Designations

Parcel Number		Land Use Designation		Acreage		Density		Units	
Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
WB-1	WB-1A	LDR	LDR-AcA ¹	19.1	22.5	5.0	4.0	96	87
	WB-1B		LDR-AcA		14.2		6.0		87
	WB-1C		LDR-AcA		14.8		6.0		85
WB-1 SUBTOTAL and AVG DENSITY				19.1	51.5	5.0	5.0	96	259
WB-2	WB-2A	LDR	LDR-AcA	18.9	11.4	5.0	6.0	95	66
	WB-2B		LDR-AcA		6.9		5.0		35
WB-2 SUBTOTAL and AVG DENSITY				18.9	18.3	5.0	5.5	95	101
WB-3	WB-3A	LDR	LDR-AcA	14.1	11.6	5.0	6.0	71	66
	WB-3B		LDR-AcA		10.2		7.0		67
WB-3 SUBTOTAL and AVG DENSITY				14.1	21.8	5.0	6.0	71	133
WB-4	--	LDR	--	11.7	16.0	5.0	6.0	59	89
LDR TOTAL and AVG DENSITY				63.8	107.6	5.0	5.4	321	582
WB-20	--	MDR	--	20.3	10.0	8.0	--	173	80
WB-21	--	MDR	--	8.1	10.0	8.0	--	65	80
WB-22	--	MDR	--	13.1	7.4	8.0	--	104	61
WB-23	--	MDR	--	16.2	7.2	8.0	--	130	59
MDR TOTAL and AVG DENSITY				57.7	34.6	8.0	--	472	280
WB-30	--	HDR	--	4.8	7.9	25.0	30.0	120	237
WB-31	--	HDR	--	8.2	11.1	25.0	29.0	207	255
WB-32	--	HDR	--	8.0	5.1	25.0	--	200	128
WB-33	Merged	HDR	Merged	6.5	Merged	25.0	Merged	162	Merged
HDR TOTAL and AVG DENSITY				27.5	24.1	25.0	28.3²	689	620
WB-40	Merged	CC (CMU)	Merged	6.2	Merged	TOTAL		1,482	1,482
WB-41	--	CC	--	19.3	10.0				
WB-42	--	CC	--	12.9	14.5				
WB-43	Merged	CC	Merged	4.3	Merged				
CC TOTAL				42.7	24.5				
WB-50	--	PR	--	9.6	8.7				
WB-52	--	PR	--	1.5	1.5				
WB-60	--	P/QP	--	10.0	10.0				
WB-62	--	P/QP	--	0.8	0.8				
WB-100	--	Roads	--	26.8	28.6				
TOTAL				240.4	240.4				

-- indicates no change

1. AcA stands for Active Adult (age-restricted product).

2. The density has been calculated based on the net acreage of 21.9, which excludes the easements.



Age Restricted (AR) Residential Rezone Policy August 2015

Currently there are no existing General Plan policies that provide direction for the conversion of large areas¹ of previously entitled property within a specific plan area or entitled property subject to a Development Agreement, to exclusively Age Restricted communities. The "Policy" that is contained within this document is being proposed to provide this framework. It has been developed based on supporting the core elements of the City's Mission, Vision and Values.

Intent:

To address Age Restricted (AR) requests, the intent of this document is to provide supporting implementing policies. These implementing policies are intended to support the City's Mission Statement. The overarching goal to be applied to AR Rezone requests is to allow for age-restricted uses without creating undue burdens to the City's General Fund or public services, and to provide a Citywide balance of land uses including; a mix of housing types for all segments of the community. Roseville's Specific Plans have been created comprehensively, and shall continue to maintain their individual vision, such as; maintaining transit corridors and alternative transportation connections, commercial centers, balanced schools, parks and amenities.

General Plan:

The primary policy document that the Age Restricted (AR) Rezone Policy supplements is the City's GENERAL PLAN. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. It provides a statement of the community's vision relating to land use, circulation, air quality, open space and conservation, parks and recreation, public facilities, safety, noise and housing. The General Plan consists of a series of goals, policies and implementation measures to be applied in combination with the Guiding Principles in the preparation and review of new development proposals. All development is required to be consistent with the General Plan and be in substantial consistency with the vision of the specific plan.

City of Roseville Mission, Vision & Values:

The Mission, Vision & Value Statements are intended to provide an overall vision of where the City is heading and identify the values it will use to get there. The City's adopted Mission is to:

"Create and maintain a vibrant community environment and enhance the quality of life for our residents, businesses, customers and partners by providing exceptional facilities, programs and services in a fiscally responsible manner."

¹ Defined as a rezone over 10 acres in size that would convert non-residential uses to residential uses. Existing low density and medium-density residential are allowed by right. Maintaining the existing balance of land uses, and simply moving uses around would be considered de minimis and would not be subject to the rezone policy.

Policy:

The following provides a summary of each applicable Mission, Vision & Value Statement, followed by the corresponding discussion of the Policy Requirements:

1. **FISCAL HEALTH** – *the intent of this vision statement is to ensure the City's ability to fund all desired services at a very high level and assure budget control and predictability by maintaining ample fiscal reserves.*

Any proposed project should individually result in a fiscal benefit to the City or, at a minimum, no negative effect on the General Fund. Each project shall be modeled individually for Citywide impacts utilizing the City's fiscal model.

- **Any Age Restricted Rezone shall, on a stand-alone basis, have an overall neutral or positive fiscal impact on the City's General Fund services.**

At a minimum, existing fee structures within the adopted Development Agreement (DA) for development of City amenities, public benefit fee, operations, and facilities (e.g. parks, fire stations, libraries, etc...) will remain consistent with the original DA provisions unless modified by the City.

- **Increases in General Fund service demands shall be mitigated by a Communities Facilities District (CFD) or other mechanisms to offset the costs of the project.**
- **Development Agreement amendments shall include a waiver, or at City's discretion a reduction of the fee deferral.**

2. **A WELL-PLANNED COMMUNITY** – *the intent of this vision statement is to establish the City's desire to develop a well-conceived and well-integrated set of plans to guide decision making and resource allocation. A well-planned community also stresses the need to work closely with neighborhood organizations, local and regional agency partners and the private sector.*

At a minimum the proposed project shall maintain the original vision of the specific plan including walkability, access to services, and a balance of land uses.

- **Any AR Rezone within an adopted specific plan shall require a specific plan amendment and all associated entitlements (SPA, DA, GPA, etc.).**
- **Any AR Rezone shall maintain the original vision and implement the policies of the specific plan**
- **Any AR Rezone shall meet the City's affordable housing goals consistent with the City's Housing Element.**
- **No more than fifteen percent (15%) of all residential units shall be converted to age restricted per specific plan, to ensure that the specific plan remains balanced. Any request above 15% may be considered subject to Council direction.**
- **Public amenities as identified in the specific plan shall be maintained.**

- 3. A STRONG COMMUNITY IDENTITY AND SENSE OF PLACE** – *the intent of this vision statement is to develop a balance of land uses including housing, employment sites, shopping areas, schools, parks and open space etc. This includes a vibrant downtown, a positive image in the region and pride in the community.*

The City's General Plan includes policies relating to land use types, mixes, intensity and overall form and ensuring the need for an orderly development pattern facilitating the provision of services in an efficient and economical manner. In addition, it is important that new development protect existing neighborhoods and create identity in new neighborhoods.

- **Any AR Rezone proposal shall maintain the integrity of neighborhoods and create a sense of place in new neighborhoods.**
- **Any AR Rezone must include provisions for converting back to non-age restricted land uses should market demands change in the future.**

- 4. COMMUNITY INFRASTRUCTURE THAT IS COMPLETE AND UP-TO-DATE** – *the intent of this vision statement is to provide state of the art and well-maintained roads, utilities, and facilities.*

- 5. A HEALTHY, SAFE AND SECURE COMMUNITY** – *the intent of this vision statement is to maintain a community in which all involved feel safe and secure.*

- 6. THE HIGHEST QUALITY COMMUNITY SERVICES AND ORGANIZATIONS** – *the intent of this vision statement is to encourage community service organizations, assist the disadvantaged, facilitate programs and services, and in doing so, the City's cost effectiveness and efficiency lower the private sector's cost of doing business in Roseville.*

The General Plan includes numerous policies relating to public facilities and services. These include policies that address funding and desired service levels for roadways, water, wastewater, electric, solid waste, libraries, police and fire. The Guiding Principles emphasize that new development must fully fund needed facilities and services and not impact the cost or reliability of those services provided to current residents and businesses.

- **Any AR Rezone shall include a plan to ensure full funding and maintenance of improvements and services at no cost to existing residents (including increased utility rates). A proposal shall not burden/increase the cost, or diminish the supply and reliability of services.**
- **Any AR Rezone shall include planned public transportation to the project location, within a minimum 1/4 – mile walking distance.**
- **Any AR Rezone shall work with the school district to minimize impacts to existing or planned schools.**

Guidelines for Conversion of Non-Residential Land Uses

August 4, 2004

Intent:

In response to pressures to convert portions of the City's non-residential land use inventory the City has developed the following guidelines for the consideration of land use changes. The intent of the guidelines is to articulate the City's expectations relating to land use change proposals. These guidelines are to be applied as performance measures in the preparation and review of any such proposals. The guidelines are not intended to be inclusive of all City development requirements, but rather supplement those requirements by identifying or emphasizing concepts particularly important or unique to potential land use changes. It is expected that the City's emphasis on certain concepts or requirements will change overtime. Therefore, the guidelines are to be a fluid document to be revisited every two years and updated to reflect the City's present need.

In consideration of the unique attributes and constraints of various areas of the City, the guidelines have been divided in two areas those guidelines that are applicable to the infill area and those that are applicable to the balance of the City. A map depicting these areas is attached.

Infill

The overarching goal to be applied to land use changes within the infill portion of the City is to encourage and emphasize reinvestment and revitalization without creating undue burdens and barriers to development while preserving neighborhood compatibility.

1. Infill properties are identified as those properties located within the City's infill planning area as designated on the City's Zoning Map.
2. Parks obligation to include payment of citywide and neighborhood park fees. Neighborhood Park fees are to be applied to infill neighborhood park improvements as identified on an infill park CIP projects list. Where the Parks Department demonstrates a park need a Parkland dedication or in-lieu park fee for land dedication may be negotiated and evaluated on a project by project basis, based on the nature of the project and the benefit to the City.
3. Encourage the use of private passive open space in-lieu of land dedication for infill projects.
4. Off site utilities (e.g. water, sewer, electric) that serve more than the specific project are not the sole responsibility of the project. Over-sizing of improvements or upgrading to City standards may be available for City reimbursement. The City may develop a CIP for off site improvements for which a project may pay an impact fee in lieu of constructing the improvement. Each project shall be reviewed on a case-by-case basis and shall be conditioned accordingly.
5. School impacts shall be mitigated through new impact agreements executed to reflect the payment of the City's existing infill school impact fees.
6. New housing development shall meet the City's 10% goal (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income) except redevelopment areas shall provide 15%. (Of those 40% affordable to very low income and the balance affordable to low/middle income).
7. A land use change on the Placer County Fair Grounds shall require a master plan.

8. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.

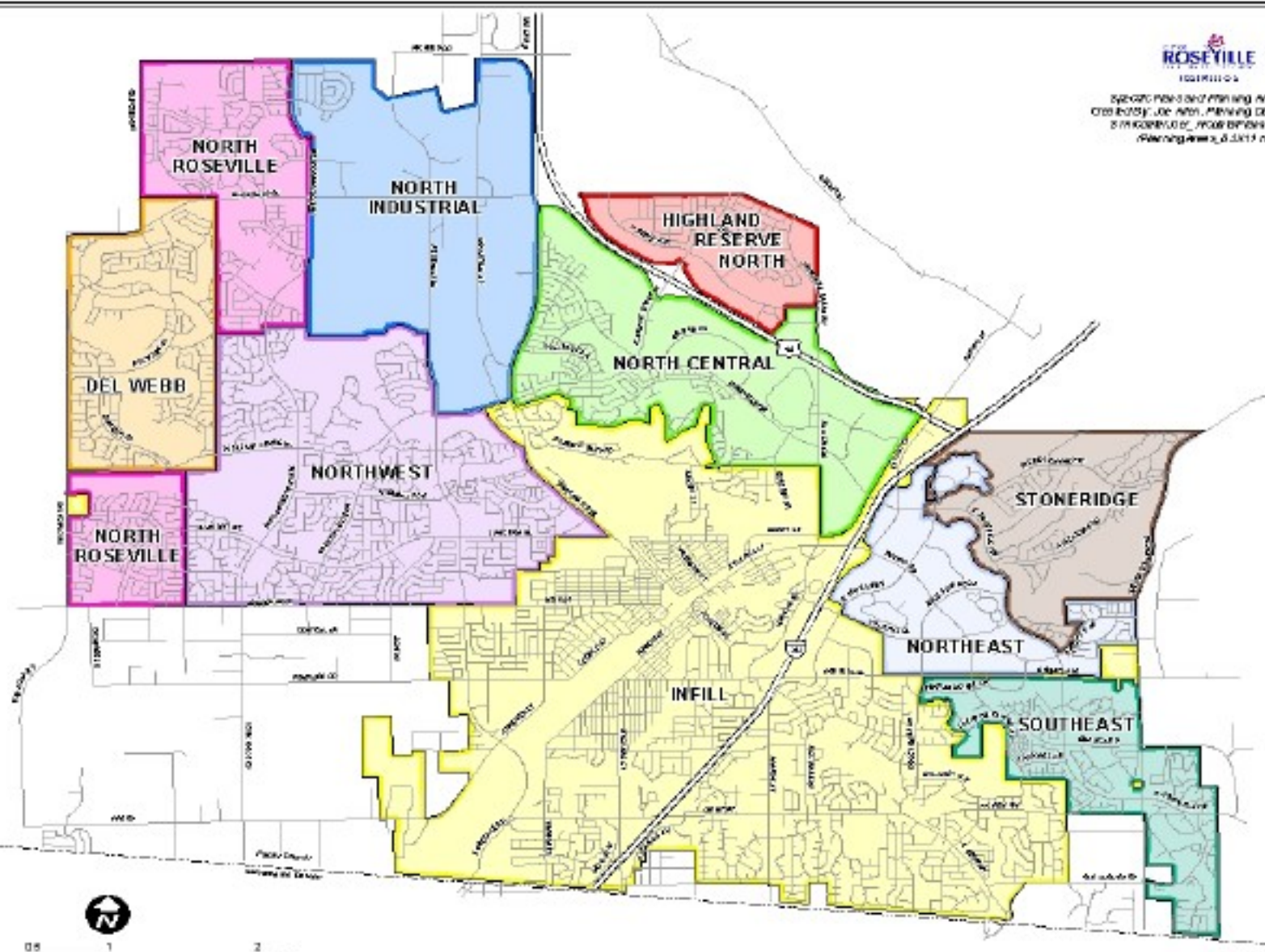
Balance of the City

The overarching goal to be applied to land use changes for the balance of the City is to maintain the City's fiscal balance and prevent the loss of jobs and existing job centers while maintaining a balanced community.

1. Balance of the City includes properties within all specific plans and the North Industrial Plan area.
2. A region wide employment and land inventory study shall be required of each project that is equal to or greater than 50 acres.
3. Land use changes will not have a negative fiscal impact to the City. Each project shall be modeled individually for citywide impacts utilizing the City's fiscal model.
4. Projects that are 50 acres or greater in size shall maintain employment options and a favorable jobs housing balance.
5. New housing development shall meet the City's 10% goal consistent with the Housing Element (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income).
6. Projects shall provide a specific public benefit that may be in the form of a community benefit fee.
7. Increases in general fund service demands shall be mitigated by establishment of or annexation into a Community Facilities Mello Roos Assessment District to offset the costs of the project. The assessment may be utilized to offset the cost of the following: public safety; parks and open space maintenance; storm water management; and other costs identified by the City.
8. Parks obligation to include payment of citywide and neighborhood park fees. Active park needs shall be provided by the project. An in-lieu parkland dedication fee may be negotiated in lieu of land based on the project. For each acre of parkland dedication mitigated by an in-lieu fee a corresponding in-lieu fee shall be paid for park improvements. The in-lieu fees shall provide improvements of local benefit.
9. Place emphasis on the dedication of parklands within specific plan areas rather than acceptance of and in-lieu fee for land dedication.
10. Utilities (e.g. water, sewer, electric) shall not be impacted as to conveyance or capacity.
11. School impacts shall be mitigated through new impact agreements executed with the school districts to ensure that the projects student generation is accommodated.
12. Residential units not utilized within a specific plan area shall be reallocated within that plan area and school district. Otherwise, requests for units shall be considered as additive to the City's existing unit allocation.
13. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.



Specific Plans and Planning Areas
Created by Joe Allen, Planning Dept. Manager
5/1/2010, Roseville Planning
Planning Area 6.0/1.17.2010



SPECIFIC PLANS & PLANNING AREAS

TABLE OF APPLICABLE MITIGATION MEASURES

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to City	Staff Use Only
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) or greater) that will be used an aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall the prime contractor shall contact the APCD prior to the new equipment being utilized. The project representative shall provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The plan shall demonstrate that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NO_x reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls). The following measures are also included to reduce construction-related ROG, NO_x, 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, NO_x, PM10, and PM2.5 exhaust emissions. - Paints and coating shall be applied either by hand or by high volume, low-pressure spray. This measure will reduce evaporative ROG emissions. - All construction shall comply with the following measures to reduce fugitive dust related emissions of PM10 and PM2.5: - Maintain a minimum 24-inch freeboard on soil haul trucks or cover payloads using tarps or other suitable means. - 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.	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.	<i>Pre-Construction:</i> Prior to issuance of Grading Permits or Improvement Plans. Add as note on all Improvement Plans.	Engineering	Dust Control Plan and proof of submittal to PCAPCD	

○ 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: <i>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.</i> 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					
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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) <i>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.</i> • 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 4.6-2 & 4.4-1 Commercial Noise Controls For all commercial uses within 150 feet of residential uses, the developer shall implement the following or equally effective measures: • In general, where commercial land uses adjoin residential property lines, the following measures should be included in the design of the commercial use. If the primary noise sources are parking lot noise, HVAC equipment and light truck deliveries, then 6-7 foot tall masonry walls shall be constructed to provide adequate isolation of parking lot and delivery truck activities. HVAC equipment shall be located either at ground level, or when located on roof-tops the building facades shall include parapets for shielding. • Where commercial uses adjoin common residential property lines, and loading docks or truck circulation routes face the residential areas, the following mitigation measures shall be included in the project design: ○ Loading docks and truck delivery areas shall maintain a minimum distance of 30 feet from residential property lines; ○ Property line barriers shall be 6 to 8 feet in height. Circulation routes for trucks should be located a minimum of 30-feet from residential property lines;	Project plans will be reviewed for compliance.	<i>Pre-Construction:</i> Prior to issuance of Improvement Plans and/or Building Permits Add as note on Commercial Improvement Plans and Building Plans	Engineering will review Improvement Plans for compliance with wall requirements. Building will review Building Plans for compliance with HVAC requirements.	Acoustical Study if loading docks or truck delivery routes are less than 100 feet from residential property lines	

○ All heating, cooling and ventilation equipment shall be located within mechanical rooms where possible; ○ All heating, cooling and ventilation equipment shall be shielded from view with solid barriers; ○ Emergency generators shall comply with the local noise criteria at the nearest noise-sensitive receivers; In cases where loading docks or truck delivery circulation routes are located less than 100 feet from residential property lines, an acoustical evaluation shall be submitted to verify compliance with the City of Roseville Noise Level Performance Standards.					
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.	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.	<i>Pre-Construction:</i> Prior to issuance of Improvement Plans. Add as note on Residential Improvement 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.	<i>Pre-Construction:</i> 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	
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.	Discuss during pre-construction meeting and comply with the measure.	<i>Pre-Construction and Construction:</i> 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	<u>Engineering</u> staff to discuss this measure during pre-construction meeting and ensure posting has occurred. <u>Environmental Utilities</u> 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:	Results of preconstruction surveys shall be submitted prior to the issuance of a grading permit or Improvement Plans. Applicable	<i>Pre-Construction and Construction:</i> Surveys required prior to construction. If surveys are positive for birds,	Engineering	Nesting bird surveys	

<i>Raptors</i> 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.	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.	then remainder of mitigation steps are required prior to construction.			
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.	<i>Pre-Construction and Construction:</i> 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.	<i>Construction:</i> 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	This condition shall be reflected in all construction and building plans, and construction site workers shall	<i>Construction:</i> Measure applies if resources are discovered during construction.	Engineering and Building	None	

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.	be advised by the site manager of this measure.	Add as note on Improvement Plans and Building Plans.			
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.	<i>Construction:</i> 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 the City's Environmental Utilities Department in order to verify compliance with this requirement.	Comply with the measure	<i>Construction:</i> Contractor to ensure diversion occurs during construction. Add as note on Improvement Plans and Building Plans.	Environmental Utilities	Records of diversion	

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).

ITEM 5C: GENERAL PLAN AMENDMENT, DEVELOPMENT AGREEMENT AMENDMENTS, SPECIFIC PLAN AMENDMENTS, REZONE, LARGE LOT TENTATIVE SUBDIVISION MAP, AND SMALL LOT TENTATIVE SUBDIVISION MAP – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318

REQUEST

The applicant is requesting a Specific Plan Amendment and related entitlements for a portion of the Westbrook area of the Sierra Vista Specific Plan to allow age-restricted uses consistent with the City's Age Restricted Rezone Policy. The proposed project would reconfigure and redesignate land uses within an approximately 240-acre area of undeveloped land within the Sierra Vista Specific Plan, just west of Westbrook Boulevard. To process these changes, the applicant requests a General Plan Amendment, an Amendment of the Sierra Vista Specific Plan, a Rezone, and a Large Lot Tentative Subdivision Map. This will result in changes to both the location and amount of acreage devoted to the current land uses, which include Low, Medium, and High Density Residential; Community Commercial; Commercial/Commercial Mixed Use; Public/Quasi-Public; Parks and Recreation; and Open Space.

The project also includes changes to the Affordable Housing Plan, including the transfer of an Affordable Housing obligation from Parcel W-16 in the West Roseville Specific Plan (WRSP) to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan (SVSP); these parcels are in close proximity to each other, and close to the boundary of the two Specific Plans (refer to Section E, Figure 2). Processing this transfer of Affordable Housing requires amending the Development Agreement covering SVSP Parcels WB-30 and WB-32, the Development Agreement covering WRSP Parcel W-16, and amending both the Sierra Vista and West Roseville Specific Plans.

Lastly, the project includes a Small-Lot Tentative Subdivision Map covering a 124.6-acre portion of the larger project area. The map would create 582 single-family lots, including 493 age-restricted lots. In order to create the desired subdivision configuration, the associated Specific Plan Amendment includes changing the planned roadway configuration of Silver Spruce Drive.

Applicant – Ryan O'Keefe, Westpark Communities
Owner – Jeff Jones, Westpark S.V. 400, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Recommend the City Council consider the Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration;
- B. Recommend the City Council approve the General Plan Amendment;
- C. Recommend the City Council approve the Sierra Vista Specific Plan Amendment;
- D. Recommend the City Council approve the West Roseville Specific Plan Amendment;
- E. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone;
- F. Recommend the City Council adopt the five (5) findings of fact and approve the Westbrook Development Agreement Amendment;
- G. Recommend the City Council adopt the five (5) findings of fact and approve the Westpark Development Agreement Amendment;
- H. Recommend the City Council adopt the three (3) findings of fact and approve the Large Lot Tentative Subdivision Map subject to thirty-three (33) conditions of approval; and
- I. Recommend the City Council adopt the three (3) findings of fact and approve the Small Lot Tentative Subdivision Map subject to eighty-three (83) conditions of approval.

REPORT ORGANIZATION

Because of the multiple entitlements and length of the staff report, the following specific portions of the staff report are divided by sections:

- A. Overview, Background and Project Description, page 3
- B. General Plan, Sierra Vista Specific Plan Amendment, and Rezone, page 5
- C. Age-Restricted Rezone Policy, page 8
- D. Conversion of Non-Residential to Residential Land Use, page 10
- E. Affordable Housing–Policies, Development Agreement Amendments, and Specific Plan Amendments, page 11
- F. SVSP Development Agreement Amendments, page 13
- G. Large Lot Tentative Subdivision Map, page 14
- H. Small Lot Tentative Subdivision Map, page 16
- I. Environmental Determination, page 17
- J. Public Outreach, page 17
- K. Recommendation, page 18
- L. Conditions of Approval, page 19
- M. Attachments and Exhibits, page 33

A. OVERVIEW, BACKGROUND AND PROJECT DESCRIPTION

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with the recommended conditions of approval.

BACKGROUND

Location: The project area is located south of Pleasant Grove Boulevard, west of Westbrook Boulevard, and east of the City boundary (see Figure 1).

Total Size: 240.4 acres

Topography and Setting: The project site is undeveloped, and is dominated by relatively flat topography supporting annual grasslands. The western edge of the project site is currently the City's western boundary. Beyond this is agricultural land within unincorporated Placer County. Land to the north of the site across Pleasant Grove Boulevard is within the WRSP, and is actively under construction with single-family homes. Land to the east is within the Westbrook Phase 1 portion of the SVSP and is also actively under construction with single-family homes, with the construction including the extension of Westbrook Boulevard along the boundary of the project. Land to the south of the project is within the SVSP and is similar to the project area itself, consisting of undeveloped property supporting annual grasslands.

Figure 1: Project Location



The project includes land use changes within the northwestern portion of the Sierra Vista Specific Plan (SVSP), in the Westbrook area (approved in 2012 via File 2011PL-043), south of Pleasant Grove Boulevard and west of Westbrook Boulevard. The SVSP was approved on May 20, 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 Fiddymont Road and north of Baseline Road, and at the time of approval anticipated development of 6,650 dwelling units. The SVSP also included approximately 216 acres of land for commercial uses; 61 acres for Public/Quasi-Public (e.g. schools); 91 acres for parks; 267 acres for open space; 432 acres of Urban Reserve; and the remaining land for roadways, landscape corridors, and paseos. While no specific development was proposed for the Urban Reserve portion at the time, it was assumed for the purposes of the program-level EIR analysis that the land would ultimately develop with a mix and density of land uses similar to that of the rest of the Specific Plan.

In June 2012 the Westbrook project (File# 2011PL-043) amended much of the Urban Reserve portion of the SVSP to show proposed land uses, including 2,029 dwelling units, 36.5 acres of Community Commercial, 11.1 acres of Public/Quasi-Public, 15.5 acres of Neighborhood Parks, and 36.6 acres of Open Space. A Mitigated Negative Declaration (MND) was prepared and adopted for the project-level analysis, which tiered from the program-level EIR analysis prepared for the Specific Plan. The proposed project lies within the area covered by the MND. As a result of this amendment, the current SVSP anticipates development of 8,679 single- and multi-family units and approximately 259 acres of land designated for commercial uses. After incorporating the Westbrook Amendment, the SVSP also includes 106 acres for parks, 56 acres for schools, 304 acres of open space, and 40 acres which remain

designated Urban Reserve. At buildout, the Plan area is expected to accommodate approximately 20,045 residents and provide 9,000 jobs.

Development Agreements with the property owners of the SVSP parcels (including the current project applicants) and the City were also approved. These agreements outline development obligations within the SVSP. The agreement which covers the proposed project site is the “Development Agreement by and Between the City of Roseville and Westpark S.V. 400, LLC Relative to the Sierra Vista Specific Plan,” recorded on July 25, 2012. As the project includes a transfer of an affordable housing obligation from the West Roseville Specific Plan (WRSP) to the SVSP, the Development Agreement covering the affected WRSP area is also relevant. The agreement is the “Development Agreement By and Between the City of Roseville and West Roseville, LLC, as Assignee of PL Roseville, LP Relative to the West Roseville Specific Plan.”

PROJECT DESCRIPTION

General Plan Amendment – The project includes a General Plan Amendment to reconfigure the land use designations of 240.4 acres of land. The type of existing land uses, which are Low Density Residential (LDR), Medium Density Residential (MDR), High Density Residential (HDR), Community Commercial (CC), Parks and Recreation (PR), and Public/Quasi-Public (P/QP) will remain unchanged. The proposed changes will affect the number of acres and location of these land use types. The applicant also proposes to eliminate the segment of future Silver Spruce Drive between Pleasant Grove Boulevard and Solaire Drive from the General Plan Land Use Map. The roadway network is shown as background on most of the Figures within the General Plan, so the project includes updates to all of the affected General Plan Figures. The project also includes minor changes to the Land Use Element, to reflect the land use changes of the project, and to the Circulation Element, to reflect deletion of the Silver Spruce segment and to reflect a roadway name change which was previously approved (Mountain Glen to Solaire). Exhibit B is the proposed General Plan Amendment figure and Exhibit C is the proposed change pages for the General Plan.

Development Agreement Amendment, WRSP – The project includes an amendment to the “Development Agreement By and Between the City of Roseville and West Roseville, LLC, as Assignee of PL Roseville, LP Relative to the West Roseville Specific Plan” (hereinafter Westpark Development Agreement) to address the transfer of a 162-unit affordable housing obligation into the SVSP. There are six Amendments to the Development Agreement; this proposed Amendment is the seventh. The proposed Amendment is included as Exhibit D.

Development Agreement Amendment, SVSP – The project includes amendments to the “Development Agreement by and Between the City of Roseville and Westpark S.V. 400, LLC Relative to the Sierra Vista Specific Plan,” (hereinafter Westbrook Development Agreement) which address the fees due for the Active Adult LDR uses, the proposed transfer of a 162-unit affordable housing obligation from the WRSP into the SVSP, proposed changes to the type of affordable housing (e.g. Low Income Rental), and other items. This is the first amendment to this Development Agreement. The proposed Amendment is included as Exhibit E.

Sierra Vista Specific Plan Amendment – The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment. The Specific Plan Amendment also includes changes to the SVSP Affordable Housing Plan, to reflect the proposed transfer of a 162-unit affordable housing obligation from the WRSP Parcel W-16 into SVSP Parcels WB-30 and WB-32, and to reflect proposed changes to the type of affordable housing. The roadway network is shown as background on most of the Figures within the SVSP, so the project also includes updates to all of the SVSP Figures. Exhibit B is the proposed Specific Plan Amendment figure and Exhibit F is the proposed change pages for the text and exhibits of the Specific Plan.

West Roseville Specific Plan Amendment – As above, the project includes an Amendment to the WRSP Affordable Housing Plan, in order to reflect the proposed transfer of a 162-unit affordable housing obligation from the WRSP into the SVSP. Exhibit G is the proposed change pages for the Specific Plan.

Rezone – The project includes the Rezone of land consistent with the proposed Specific Plan and General Plan land use designations. Parcels with land use designations of LDR or MDR have a zoning designation of Small Lot Residential/Development Standard District (RS/DS). HDR parcels have a zoning designation of Attached Housing District (R3). Most of the CC parcels also have a zoning designation of Community Commercial District (CC), except one. The only change unique to the Rezone is the deletion of a zoning designation from the project. The CC property on the northeastern corner of Pleasant Grove Blvd and Santucci Blvd has a Commercial Mixed Use/Special Area District (CMU/SA) zoning designation, which allows a mix of residential and commercial uses. This commercial parcel is being deleted from the proposal, so there will no longer be any parcels with the CMU/SA zoning designation within the project boundary. The PR and P/QP parcels also have corresponding zoning designations of Parks and Recreation District (PR) and Public/Quasi-Public District (P/QP). Exhibit H is the proposed Rezone figure.

Large Lot Tentative Subdivision Map – As part of the process of reconfiguring the land uses, the applicant is proposing a Large Lot Tentative Subdivision Map which would shift the boundaries of some existing large lots, merge and subdivide three large lots (WB-33, WB-40, and WB-43), and further subdivide three large lots (WB-1, WB-2, and WB-3). In the case of the subdivided large lots, these are being configured to support the phasing of the proposed small lot map (see below). In total, the Large Lot Tentative Map reconfigures, merges, and subdivides 16 existing residential and commercial lots and results in 17 residential and commercial lots. The Large Lot Map also involves two Public/Quasi-Public lots, two Parks and Recreation lots, eight paseo lots, and twelve landscape corridor lots, resulting in a total of 41 lots. The Large Lot Map is included as Exhibit I.

Small Lot Tentative Subdivision Map – The proposed Small Lot Tentative Subdivision Map includes 124.6 acres of the overall 240.1-acre project area, and includes 582 single-family lots (493 of which would be age-restricted product), a recreation center (Lot A), nine landscape corridor lots, seven paseo lots, five landscape lots, and 18 Homeowner's Association lots. The Small Lot Map is included as Exhibit J, and the attached details to the Small Lot Map are included as Exhibits K–N.

B. GENERAL PLAN AMENDMENT, SIERRA VISTA SPECIFIC PLAN AMENDMENT, AND REZONE

The project includes a General Plan Amendment, an Amendment of the SVSP, and a Rezone which cover all 240.4 acres of the project. Table 1 below shows the existing and proposed land use designations. A more detailed lot-by-lot table is included as Attachment 1. Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. For the proposed rezone, Zoning Ordinance Section 19.84.040 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 existing land use design places a mix of CC, MDR, and HDR on the eastern and western sides of the project area (along Westbrook and Santucci Boulevards), with the LDR located in the center of the project area. Also in this central area, on the northern side of Solaire Drive, is land designated PR and P/QP for a neighborhood park and a school. As indicated in the original approval for the Westbrook area, the purpose of this design was to locate higher density uses and commercial properties along major transportation corridors, where it would be connected to transit services.

The park and school were designed to be centrally-located and adjacent to a paseo along Solaire Drive, which is part of a larger paseo network providing walkability throughout the SVSP. The following sections discuss the applicant's proposed changes to each of the land use types, and how the changes meet the intent of the General Plan, Specific Plan, and findings for a Rezone.

Table 1: Existing and Proposed General Plan and Specific Plan Designations

Land Use	Existing Land Uses		Proposed Land Uses	
	Acreage	Units	Acreage	Units
Low Density Residential	63.8	321	16	89
Low Density Residential – Age Restricted	--	--	91.6	493
Medium Density Residential	57.7	472	34.6	280
High Density Residential	27.5	689	24.1	620
Community Commercial	42.7	--	24.5	--
Public/Quasi-Public	10.8	--	10.8	--
Parks and Recreation	11.1	--	10.2	--
Roads	26.8	--	28.6	--
TOTAL	240.4	1,482	240.4	1,482

Residential

In order to create a cohesive and connected age-restricted community, the applicant proposes to locate all of the MDR and HDR development on the western side of the project area, while the central and eastern side of the area is focused on LDR development. The proposed elimination of the segment of Silver Spruce Drive between Solaire Drive and Pleasant Grove Boulevard is to avoid dividing the age-restricted subdivision into separate areas. These changes will increase the amount of land designated Low Density Residential by 43.8 acres, and decrease the amount of land designated Medium Density Residential and High Density Residential by 23.1 acres and 3.4 acres, respectively. While the total number of resultant residential units will remain unchanged (1,482 units), the allocation of those units by land use type will change. The project increases the amount of Low Density Residential development by 261 units, with this being balanced out by a 192-unit reduction in the amount of Medium Density Residential and the acknowledgement of an existing 69-unit shortfall in developable High Density Residential units (refer to analysis Section E for further discussion). The approved mix of units in the project area is 22% LDR, 32% MDR, and 46% HDR, while the proposed project changes that mix to 39% LDR, 19% MDR, and 42% HDR.

Though the project increases the number of LDR units, there is demand for age-restricted housing in the region which is driving this change. A mix of land uses will continue to be provided within the boundaries of the project, and the project is retaining higher density housing along Santucci Boulevard, a key transit corridor. Moreover, when examined in the context of the entire SVSP, the proposed changes have a minor effect on the overall mix of uses. The overall approved mix of units in the SVSP is 37% LDR, 33% MDR, and 27% HDR. The project changes will rebalance this to 40% LDR, 31% MDR, and 26% HDR. Thus, the proposed balance and mix of residential uses will continue to meet the goals and objectives of the SVSP and the General Plan, and is consistent with the required findings for a Rezone.

Community Commercial

The applicant has proposed an 18.2-acre reduction in the amount of land with a CC land use designation by redesignating these areas as HDR. This reduction and redesignation is being pursued via the elimination of Parcels WB-40 and WB-43, and by reducing the size of Parcel WB-41. Parcel WB-40, located on the northeastern corner of Pleasant Grove Boulevard and Santucci Boulevard, is being eliminated from the land use table and this area will be redesignated from CC to HDR to address an issue of constrained development associated with the adjoining HDR parcels. As discussed in Section H in more detail, one of the adjacent HDR parcels is encumbered by several easements which remove a large section of developable property and result in an awkwardly narrow parcel configuration. To ensure that this property can be developed at an appropriate density and to make up for losses of HDR occurring elsewhere in the project, the applicant proposes to eliminate the commercial parcel and expand the HDR development on the corner. Parcel WB-43 is also being eliminated from the land use table and this area will be redesignated from CC to HDR because there are concerns that due to its size, location, and circulation challenges the site would remain unviable as a commercial site until property to the west was developed. Given that the development and access needs of residential are different from those of commercial property, converting the site to HDR may allow the site to be developed earlier.

Though the two smaller commercial sites are being eliminated, the two primary commercial sites are being retained. Parcel WB-41 is being reduced in size from approximately 19 acres to 10 acres, while Parcel WB-42 is being increased from approximately 13 acres to 14.5 acres. These commercial properties are on key intersections, and are near higher density sites (MDR and HDR). Furthermore, the City and applicant worked diligently together to ensure that the planned transit Transfer Station on Parcel WB-41 would remain viable, as it is a key future piece of the City's bus system, including future envisioned Bus Rapid Transit.

Future development of the commercial sites will be subject to Design Review and compliance with the City's Community Design Guidelines, which is an existing process designed to ensure that commercial properties are developed in a manner that is beneficial to the surrounding community. The proposed location, size, and plan-level design of the commercial properties as outlined in the Specific Plan will continue to meet the goals and objectives of the SVSP and the General Plan, and is consistent with the required findings for a Rezone.

Public/Quasi-Public

There are two properties with land use designations of Public/Quasi-Public (P/QP). One of these is Parcel WB-62 located on the western side of Santucci Boulevard and the other is Parcel WB-60, located at the corner of future Solaire Drive and Silver Spruce Drive. There is no change to the amount of land with the Public/Quasi-Public designation and zoning, but the applicant proposes location changes. Parcel WB-62 is intended to support a lift station, which the applicant proposes to relocate to the northeast along proposed Daylight Drive. This relocation has been reviewed by Environmental Utilities staff, and has been determined to be acceptable. The existing location of the lift station is part of an irregularly-shaped portion of land, and moving it to the new location provides more developable acreage for the irregular parcel.

The second parcel is a future elementary school site. Parcel WB-60 is proposed to be moved to the southern side of Solaire Drive so that a contiguous age-restricted community can be developed on the northern side of Solaire Drive. The school was located along Solaire Drive both to provide a central location and because of the planned paseo along the northern side of the roadway, which is part of a larger paseo network providing walkability throughout the SVSP. However, with the elimination of the segment of Silver Spruce Drive, keeping the school in this location would result in a school with only one roadway frontage. It would cause the elementary school to have a direct interface with age-restricted homes, which is not a compatible land use arrangement. Relocating the school to the southern side of the roadway allows two public street frontages, and also provides a buffer between the school and the age-restricted properties. To maintain the

connection between the paseo and the school, the applicant has proposed enhanced pedestrian crossings at the intersection of Silver Spruce Drive and Solaire Drive (refer to Section H for more discussion).

The proposed location and size of the Public/Quasi-Public properties as outlined in the Specific Plan will continue to meet the goals and objectives of the SVSP and the General Plan, and is consistent with the required findings for a Rezone.

Parks and Open Space

There are two properties with land use designations of Parks and Recreation (PR). One of these is Parcel WB-52, which is a small park serving the HDR land uses at the northeastern corner of Santucci and Pleasant Grove Boulevards. The size of this park is proposed to remain the same, but it will be shifted slightly west to center it within the HDR development. The second site is Parcel WB-50, which is the neighborhood park site adjacent to the elementary school site. The applicant proposes to reduce the size of this park from 9.6 acres to 8.7 acres and move it to the southern side of Solaire Drive, so that it will remain adjacent to the school. The reduced park size continues to meet the required parkland obligations, because age-restricted housing has a lower park dedication requirement than traditional LDR or MDR residential uses.

The park adjacent to the school was designed to have at least two street frontages, to maintain good visibility at the park and to provide for on-street parking. As relocated, the park has only one roadway frontage currently planned or shown. To address this, the applicant proposes changes to the Public Services element of the SVSP. Text has been added to the Concept Plan for the neighborhood park which requires the residential neighborhood (Parcel WB-23) on the western edge of the park to provide a minimum of 50% of street frontage along the park edge. Parks and Recreation staff have reviewed and concurred with this proposed language.

The proposed location and size of the parkland properties as outlined in the Specific Plan will continue to meet the goals and objectives of the SVSP and the General Plan, and is consistent with the required findings for a Rezone.

C. AGE RESTRICTED REZONE POLICY

The City's Age-Restricted Rezone Policy was adopted by the City Council in August 2015 (see Attachment 2). The policy was approved to supplement the City's General Plan, as there are no existing General Plan policies that provide direction for the conversion of large areas (10 acres or more) to exclusively age-restricted communities. The purpose is to allow for age-restricted uses without creating undue burdens on the City's General Fund or public services, and to provide a Citywide balance of land uses, including a mix of housing types for all segments of the community. Below are the required policies in *italicized* text (grouped by topic) followed by an evaluation.

- *Any age-restricted (AR) rezone shall, on a stand-alone basis, have an overall neutral or positive fiscal impact on the City's General Fund services.*
- *Increases in General Fund service demands shall be mitigated by a Community Facilities District (CFD) or other mechanisms to offset the costs of the project.*
- *Development Agreement amendments shall include a waiver, or at City's discretion a reduction of the fee deferral.*
- *Any AR Rezone shall include a plan to ensure full funding and maintenance of improvements and services at no cost to existing residents (including increased utility rates). A proposal shall not burden/increase the cost, or diminish the supply and reliability of services.*

A fiscal impact analysis was prepared for the project to examine the proposed change in land uses. This study determined that although expected revenues from the project would decline, the project would continue to provide a net annual surplus to the General Fund. The proposed Development Agreement Amendment includes the required fee provisions, including changing the fee deferrals, and also establishes the appropriate per-unit fees to ensure the funding and maintenance of improvements and services (refer to Section F).

- *Any AR Rezone within an adopted specific plan shall require a specific plan amendment and all associated entitlements (SPA, DA, GPA, etc.).*

The application includes all appropriate entitlements and application materials, including a General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment.

- *Any AR Rezone shall maintain the original vision and implement the policies of the specific plan.*
- *Public amenities as identified in the specific plan shall be maintained.*
- *Any AR Rezone proposal shall maintain the integrity of neighborhoods and create a sense of place in new neighborhoods.*

As discussed above, in Section B, the project maintains the original vision and intent of the SVSP, and will continue to include the public amenities (such as parks, a school, and paseos/pedestrian networks) included within the SVSP. The project has also been designed to create and maintain a sense of place and connectedness within the age-restricted community and surrounding areas.

- *Any AR Rezone shall meet the City's affordable housing goals consistent with the City's Housing Element.*

As discussed below, the project meets its affordable housing goals (see Section E).

- *No more than fifteen percent (15%) of all residential units shall be converted to age restricted per specific plan, to ensure that the specific plan remains balanced. Any request above 15% may be considered subject to Council direction.*

The proposed age-restricted units will comprise 5.6 percent of the SVSP units, which is less than the 15 percent cap.

- *Any AR Rezone must include provisions for converting back to non-age-restricted land uses should market demands change in the future.*

The proposed Development Agreement Amendment includes a section discussing the process for converting some or all of the units back to non-age-restricted homes. The Development Agreement Amendment acknowledges that conversion of any age-restricted units will require a Specific Plan Amendment, and will also require recalculation of fees and park dedication requirements.

- *Any AR Rezone shall include planned public transportation to the project location, within a minimum ¼-mile walking distance.*

There are planned public transportation routes along the major streets surrounding the proposed age-restricted housing, and planned stops within ¼-mile on Westbrook Boulevard (refer to SVSP Circulation chapter, Figure 6-24).

- *Any AR Rezone shall work with the school district to minimize impacts to existing or planned schools.*

The proposed project was routed to the Roseville City School District (School District) for review. The School District submitted correspondence indicating that the proposed school relocation was not an issue, and that appropriate per-unit fees would be due from the developer. The School District had no comments or concerns regarding the proposal.

In conclusion, based on the foregoing analysis staff concludes the project conforms to the Age-Restricted Rezone Policy.

D. CONVERSION OF NON-RESIDENTIAL TO RESIDENTIAL LAND USE

As described in the prior analysis section, the project includes reducing commercial acreage by 23.1 acres in order to increase the amount of land designated for residential uses. In 2004, in response to increased requests to rezone industrial properties to residential uses, the City Council adopted guidelines for the conversion of land from non-residential to residential uses. A copy of the guidelines is provided as Attachment 3. As stated in the guidelines, the purpose is to make clear the City's expectations related to the loss of job-generating land uses. The overarching goal to be applied to land use changes outside of the infill portion of the City is to maintain the City's fiscal balance and prevent the loss of jobs and existing job centers while maintaining a balanced community. The guidelines include evaluating fiscal impacts, noise, park dedication, public services, affordable housing, schools, utilities, and traffic when contemplating residential land use allocations.

Below is summary of the provisions of the Non-Residential Rezone Guidelines:

1. Balance of the City includes properties within all specific plans and the North Industrial Plan area.
2. A region-wide employment and land inventory study shall be required of each project that is equal to or greater than 50 acres.
3. Land use changes will not have a negative fiscal impact to the City. Each project shall be modeled individually for citywide impacts utilizing the City's fiscal model.
4. Projects that are 50 acres or greater in size shall maintain employment options and a favorable jobs-housing balance.
5. New housing development shall meet the City's 10% goal consistent with the Housing Element (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income).
6. Projects shall provide a specific public benefit that may be in the form of a community benefit fee.
7. Increases in general fund service demands shall be mitigated by establishment of or annexation into a Community Facilities Mello Roos Assessment District to offset the costs of the project. The assessment may be utilized to offset the cost of the following: public safety; parks and open space maintenance; storm water management; and other costs identified by the City.
8. Parks obligation to include payment of citywide and neighborhood park fees. Active park needs shall be provided by the project. An in-lieu parkland dedication fee may be negotiated in lieu of land based on the project. For each acre of parkland dedication mitigated by an in-lieu fee a corresponding in-lieu fee shall be paid for park improvements. The in-lieu fees shall provide improvements of local benefit.
9. Place emphasis on the dedication of parklands within specific plan areas rather than acceptance of an in-lieu fee for land dedication.
10. Utilities (e.g. water, sewer, electric) shall not be impacted as to conveyance or capacity.

11. School impacts shall be mitigated through new impact agreements executed with the school districts to ensure that the project's student generation is accommodated.
12. Residential units not utilized within a specific plan area shall be reallocated within that plan area and school district. Otherwise, requests for units shall be considered as additive to the City's existing unit allocation.
13. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed use projects.

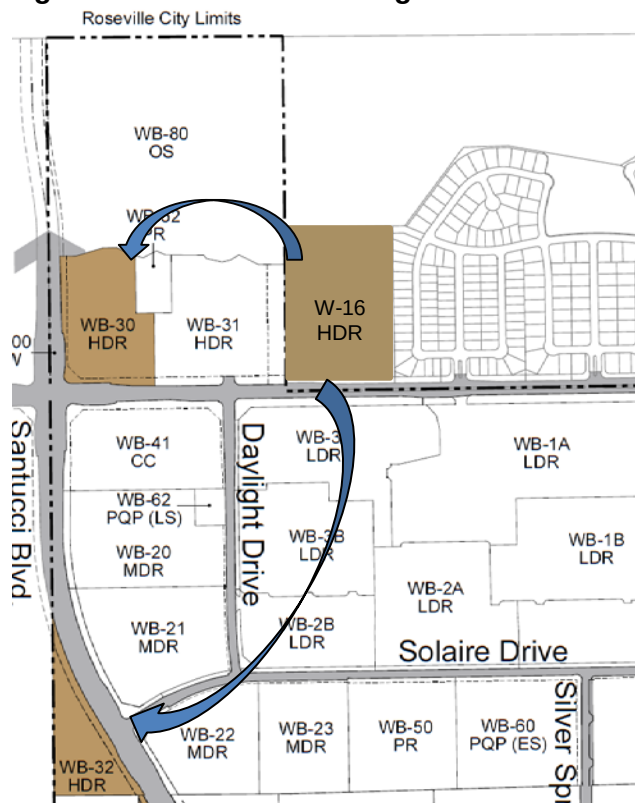
A fiscal impact analysis was prepared for the project to examine the proposed change in land uses. This study determined that although expected revenues from the project would decline, the project would continue to provide a net annual surplus to the General Fund. Although less commercial property is being provided, the project retains two large commercial areas at critical intersections on the eastern and western sides of the project area. As discussed in other sections of this staff report, the project meets its affordable housing goals (Section E) and parkland obligations (Section A), and also does not impact utilities (Sections G and H). The applicant has negotiated with the affected school districts, and the school districts have indicated they have no comments or concerns regarding the project. Though the project trends toward greater Low Density Residential uses, there is demand for age-restricted housing in the region which is driving this change. Moreover, the project is retaining higher density housing along Santucci Boulevard, a key transit corridor. In conclusion, staff has reviewed the project and found it to be consistent with the intent of the Non-Residential Rezone Guidelines.

E. AFFORDABLE HOUSING–POLICIES AND SPECIFIC PLAN AMENDMENTS

The project reflects a 69-unit and 3.4-acre reduction in the amount of High Density Residential development, and also includes the transfer of a 162-unit affordable housing obligation from WRSP Parcel W-16 to SVSP Parcels WB-30 and WB-32 (see Figure 2). This section discusses the policies relevant to the proposal, as well as the necessary Specific Plan Amendments. There are several policy considerations with regard to High Density Residential and affordable housing units: the Regional Housing Needs Allocation (RHNA), Housing Element, and Government Code Section 65863, and the Affordable Housing Plans and Agreements in place for the affected areas.

RHNA, Housing Element, and Government Code 65863: The State of California, through the Housing and Community Development Department, sends a Regional Housing Needs Determination to each Metropolitan Planning Organization (MPO) in California; the MPO for this region is the Sacramento Area Council of Governments (SACOG). SACOG then develops the Regional Housing Needs Allocation, which allots a "projected share" of the regional determination to each of the cities and counties within SACOG's boundaries. Pursuant to Government Code Section 65582, a City's Housing Element is then required to include an analysis of existing and projected housing needs for all income levels, which must include the local jurisdiction's share

Figure 2: Affordable Housing Transfer Parcels



of the regional housing need. In addition, Government Code Section 65863 states that a City shall not permit the reduction of the residential density for any parcel identified in the local Housing Element inventory to a lower residential density unless the City can make certain findings. The findings require General Plan and Housing Element consistency, and a determination that the remaining sites in the Housing Element inventory are sufficient to meet the RHNA. Thus, a determination of consistency with RHNA and Government Code Section 65863 is based upon whether affected properties are listed within the Housing Element inventory, and whether the units are needed to meet RHNA obligations.

The City's Housing Element Inventory lists the development potential of all residential land within the City, which is inclusive of all of the LDR, MDR, and HDR properties in the project area. However, not all of these properties are needed to fulfill the RHNA. Housing Element Table X-25 indicates the RHNA for each income category and the amount of units in the City available to meet that need. The income categories are defined by land use density, with Above Moderate defined as less than 10 units per acre (LDR), Moderate as 10–20 units per acre, and Low and Very Low as 21 units or more per acre. The City has a surplus in the Moderate and Above Moderate income categories in the amount of 3,045 and 8,637 units, respectively. In the Low and Very Low income categories there is a small surplus of 227 units.

As reflected on Table 1, the project reflects a 192-unit reduction in MDR product, which falls within the Moderate income category, and a 69-unit reduction in HDR product, which falls within the Low and Very Low income categories. Given the substantial surplus in Moderate income units, there are sufficient remaining sites in the inventory to meet the RHNA even with a 192-unit reduction. There is also sufficient surplus in the Low and Very Low categories to absorb a 69-unit reduction, even if it were being caused by the proposed project. However, these 69 units are being lost from the inventory due to existing conditions, not due to the project. The project materials are merely acknowledging this condition, which is the result of existing encumbrances on Parcel WB-31.

When the SVSP Amendment was approved in 2012, Parcel WB-31 was approved with a density of 25 units to the acre and a total of 207 units. However, it was determined that a drainage easement would be needed along the eastern side of the property which would be at least 100 feet wide. There is also an additional amount of landscape easement required in the same location. These easements are the result of prior approvals, but their effect on the development of the site had not been examined in detail until now. The needed easements encumber approximately 2.2 acres of the existing 8.2-acre parcel, and result in an awkward, narrow configuration that makes the parcel difficult to develop. An assessment was done to determine how many units would be lost due to the loss in acreage and the narrow configuration, which was determined to be 69 units.

Setting aside the 2.2 acres lost due to existing easements, the project will further reduce HDR acreage by 1.2 acres. However, other changes proposed by the applicant would enable an increase in the density of some HDR parcels. In particular, the applicant has proposed eliminating the commercial property on the northeastern corner of Santucci and Pleasant Grove Boulevards (Parcel WB-40) so that the entire corner can be HDR property. This resolves the awkward configuration created by the easements, and the more regular and contiguous shape allows a larger unit yield. Thus, the project does not result in any reductions to HDR units and the City has sufficient HDR inventory to satisfy the RHNA.

Affordable Housing Plans: The Affordable Housing Plans for both the SVSP and the WRSP outline the number and location of units which must be provided to meet affordable housing obligations. The applicant proposes to maintain the total number of Affordable Housing units which will be provided in the City, but has proposed shifting 162 units from WRSP Parcel W-16 to SVSP Parcels WB-30 and WB-32, and has also proposed changing the mix of affordable housing.

The proposed shift in location is to improve the ability of the properties to be developed. Parcel W-16 is currently a mixed affordable housing site, which means that a portion of the units are not affordable and a portion are affordable. At the time the WRSP was approved, it was economically feasible to develop

properties such as this. However, the City acknowledges that economic circumstances have shifted, and mixed affordable sites cannot successfully compete for the grants, tax credit programs and other funding opportunities that make it possible to finance the development of an affordable site. The proposed transfer will make Parcel W-16 in the WRSP a fully market-rate apartment complex, while the SVSP Parcels WB-30 and WB-32 will be 100% affordable product, and therefore able to compete for the needed funding. For similar reasons, the applicant proposes shifting 41 units from middle-income purchase to very low and low income rental. The City's Housing Division is in support of this proposal, as it will ensure the needed affordable housing is developable.

F. SVSP AND WRSP DEVELOPMENT AGREEMENT AMENDMENTS

Zoning Ordinance Section 19.84.040 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, programs, and land use designations of the City of Roseville General Plan.
2. Consistency with the City of Roseville Zoning Ordinance.
3. Conformity with the needs of public health, safety, and welfare.
4. The effect on the orderly development of property or the preservation of property values.
5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the agreement.

The DAs are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The Westpark DA has a 20 year term, while the Westbrook DA has a 30 year term. The DAs outline requirements and provide the details of responsibility, timing, and financing. The amendment to the Westpark DA is the 7th Amendment, and the amendment to the Westbrook DA is the 1st Amendment. Copies of the 7th and 1st Development Agreement Amendments are attached as Exhibits D and E, respectively.

The changes to the Westpark DA consist entirely of changes to affordable housing obligations, which was already discussed in Section E. The changes are consistent with the General Plan and Zoning Ordinance. Because it will improve the ability to develop the City's needed affordable housing, it will benefit the public's welfare, the orderly development of property and property values, and provide benefit to the City.

The changes to the Westbrook DA include changes to affordable housing, which are consistent with the findings for a DA Amendment for the same reasons as those described above (for the Westpark DA), and are not further discussed. The remainder of the DA changes fall into two categories: 1) text and exhibit revisions needed for the DA to remain consistent with the General Plan Amendment, Specific Plan Amendment, and Rezone and 2) changes to the timing and implementation of infrastructure and associated fees.

Multiple sections require revision in order to reflect the proposed changes in the amount of units and acres of each land use type, including the basic project description (e.g. Section 2.2, which lists the vested entitlements), terms regarding land use dedications, and funding mechanisms. The primary change to land use dedications and funding mechanisms is related to the age-restricted product, which has lower demands on certain public services and utilities than a standard residential product. For this reason, a new fee amount has been inserted into the DA with respect to the Neighborhood Park Fee, the City-Wide Park Fee, the Open Space In-Lieu Fee, and the Bike Trail Fee which would be applied to the building permits for the age-restricted homes.

Certain changes have also been made to the timing and nature of improvements, based on an updated understanding of the City's needs for the infrastructure. This includes the timing of a drainage outfall and detention basin (DA Section 3.10.2.1) and of electrical infrastructure (DA Section 3.11.3). City Engineering staff determined that the detention basin referenced in Section 3.10.2.1 would not be needed for this project, as existing basins have sufficient capacity to mitigate peak flow. The section has also been amended to specify the timing of the remaining improvements. Regarding electrical facilities, the DA already includes language allowing the use of temporary improvements to serve the project, but additional language is being added to specify that temporary improvements may be extended from the West Roseville Specific Plan, and that additional units could be constructed in this event.

The final proposed changes are to DA Sections 3.17.1.2(i) and 3.25.B, dealing with fee deferrals and fair-share payments for planning and environmental costs. The Age-Restricted Rezone Policy stipulates that any DA Amendment involving age-restricted product include a waiver or a reduction of the fee deferral. The change to fee deferrals specifies that only Phase E of the Westbrook area (the portion east of Westbrook Boulevard) qualifies for the previously-specified fee deferrals. For Phases F and G, the project area, the amount of the fee deferral for SPRTA Tier II Traffic Fees is reduced, and all other fee deferrals are waived. Section 3.25.B is amended to specify a cost for planning and environmental reimbursement to the City, and to allow payment large lot by large lot, rather than in one lump sum.

Having reviewed the proposed DA Amendments, City staff concludes the proposal is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan; is consistent with the City of Roseville Zoning Ordinance; conforms with the needs of public health, safety, and welfare; will not have detrimental effects on the orderly development of property or the preservation of property values; and will provide sufficient benefit to the City to justify entering into the amended agreement.

G. 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 ***italicized, bold*** text and are followed by an evaluation of the map in relation to each finding.

- 1. The size, design, character, grading, location, orientation and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan or any applicable specific plan for the area, whichever is more restrictive, and the design standards of this Title.***

Parcel size, design, configuration, location, orientation, and character: In the project areas where a Small Lot Tentative Subdivision Map is not proposed at this time, the Large Lot boundaries coincide with the land use boundaries established through the Specific Plan Amendment. In the area of the Small Lot Tentative Subdivision Map, the large lots have been designed to accommodate and plan for the development of the small-lot subdivision, which means they are not rectangular. However, an examination of the infrastructure and grading plans, the Phasing Plan, and the Small Lot Tentative Subdivision Map, makes it clear that the large lot boundaries follow primary roadways, allow for roadway stubs in preparation for later phases, and otherwise have boundaries that allow for logical phasing and development of the proposed Small Lot Subdivision Map.

Subdivision Roads and Pathways: The proposed Large Lot Subdivision Map includes boundaries which will accommodate roadways proposed via the Small Lot Subdivision Map. The Large Lot Subdivision Map itself includes all of the primary roadways shown within the SVSP, as well as the required right-of-way and adjacent paseos and landscape lots.

Subdivision Improvements: The SVSP includes design guidelines for certain parcels within the project area, including commercial Parcel WB-41 and park site parcel WB-50. The proposed Large Lot map provides parcel sizes and configurations which will enable effectuation of the design guidelines for these sites, the details of which will be determined during Design Review for the commercial property and during review of Improvement Plans for the park.

The SVSP includes a Wall and Fence Locations figure (SVSP Figure B-3), which specifies where walls and fences are required, and the type of construction which is required. These walls and fences need not be shown on a Large Lot Tentative Subdivision Map, but must be shown on the Improvement Plans for non-residential properties, and on the Small Lot Tentative Subdivision Map for residential properties. A Condition of Approval has been included on the Large Lot Map requiring walls and fencing consistent with the locations and design standards established in the SVSP.

Grading, drainage, and utilities: The applicant has included a grading and utilities plan with the submittal, which shows the scope and location of the proposed improvements. The proposed plans have been reviewed by City staff for conformance with City standards, and have been found to be acceptable.

Affordable Housing: Refer to analysis Section E; the project is consistent with policies and programs regarding affordable housing.

Conclusion: After review of the proposed Large Lot Subdivision Map, staff concludes that the parcel size, design, configuration, location, orientation, and character of the lots are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Sierra Vista Specific Plan, and the design standards of the Zoning Ordinance.

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 size, configuration, and design of all of the lots within the subdivision are consistent with the City's policies and the SVSP standards. As discussed in the section above, the large lots are either designed with boundaries coincident with the SVSP land use boundaries, or are designed to allow for the logical phasing and development of the Small Lot map. Thus, the Large Lot map will result in lots which can be used or built upon, and will not create lots which are impractical for improvement or use.

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 project area is served by the Pleasant Grove Wastewater Treatment Plant, which has a permitted capacity of 12 million gallons per day (average dry weather flow), and is currently receiving volumes which are well below capacity (7.4 million gallons per day). The addition of this project will not cause a violation of existing discharge limitations. In addition, the proposed sewer lines in the project area have adequate conveyance capacity to accommodate the residential development on the parcels proposed by the Tentative Map. As further assurance, Environmental Utilities has included a condition requiring their review and approval of adequate conveyance and treatment capacity prior to any approval of Improvement Plans.

H. 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 ***italicized, bold*** text and are followed by an evaluation of the map in relation to each finding.

- 1. The size, design, character, grading, location, orientation and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan or any applicable specific plan for the area, whichever is more restrictive, and the design standards of this Title.***

Parcel size, design, configuration, location, orientation, and character: All of the proposed lots have a zoning designation of RS/DS (Small-Lot Residential with Development Standards) and are consistent with the minimum size and frontage requirements for the zone, as noted in the SVSP Development Standards (SVSP Appendix A). Most interior lots are approximately 5,200 square feet and 50 feet wide, while the development standards require a minimum of 4,500 square feet and 45 feet in width. The lots will be large enough and configured such that the minimum building setbacks can be met.

Subdivision Roads and Pathways: The age-restricted portion of the proposed map, which includes the entire area north of Solaire Drive, includes one roadway connection to each of the major surrounding streets on the northern, southern, and western perimeters (Pleasant Grove Boulevard, Daylight Drive, and Solaire Drive, respectively). A Neighborhood Electric Vehicle (NEV) pathway is provided at the northeastern corner of the subdivision, so that in future when the commercial site is developed, residents can access the businesses there by using an NEV. The non-age-restricted portion, south of Solaire Drive, includes a roadway connection to Solaire Drive and two connections to Silver Spruce Drive.

The project includes the construction of a paseo along the northern side of Solaire Drive, which is part of a larger paseo network providing connection throughout the SVSP. The paseo is a 10-foot-wide pathway located within a 25-foot landscape corridor. To provide connection between the paseo and the school, the applicant has proposed enhanced crossings at the intersection of Solaire Drive and Silver Spruce Drive. Instead of standard crosswalk striping, the crosswalk will include stamped pavement or other highlighting acceptable to the City, to increase its visibility. The applicant has also included several 30–35-foot-wide landscape corridors with 5-foot pedestrian pathways that connect various points of the age-restricted subdivision to the surrounding streets. This will allow residents to make shorter walking or bicycle connections to other portions of the community.

Subdivision Improvements: As noted in the analysis of the Large Lot Subdivision Map, the SVSP includes a Wall and Fence Locations figure (SVSP Figure B-3), which specifies where walls and fences are required, and the type of construction which is required. Masonry walls are required adjacent to single-family residential uses along Pleasant Grove Boulevard, Santucci Boulevard, and Westbrook Boulevard. Masonry walls are also required between any commercial property and residential property, and between any multiple-family residential property and single-family residential property. A wooden fence is required adjacent to single-family uses which border the park or school. Finally, open-style wrought iron fencing is required between the high density residential properties and the open space on the northern edge of the project. A Condition of Approval has been included on the Small Lot Map requiring walls and fencing consistent with the locations and design standards established in the SVSP.

Grading, drainage, and utilities: The applicant has included a grading and utilities plan with the submittal, which shows the scope and location of the proposed improvements. The Small Lot map also includes a phasing plan, which shows two points of access and utility connection will be maintained during all phases of subdivision development. The proposed plans have been reviewed by City staff for conformance with City standards, and have been found to be acceptable.

Affordable Housing: Refer to analysis Section E; the project is consistent with policies and programs regarding affordable housing.

Conclusion: After review of the proposed Small Lot Subdivision Map, staff concludes that the parcel size, design, configuration, location, orientation, and character of the lots are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Sierra Vista Specific Plan, and the design standards of the Zoning Ordinance.

- 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 size, configuration, and design of all of the lots within the subdivision are consistent with the City's policies and the SVSP standards. The proposed design, layout, configuration, and size of all lots within the subdivision provide for the construction of single-family detached houses. As depicted on the Tentative Map and subject to the conditions of approval, all lots can be used and built upon.

- 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 project area is served by the Pleasant Grove Wastewater Treatment Plant, which has a permitted capacity of 12 million gallons per day (average dry weather flow), and is currently receiving volumes which are well below capacity (7.4 million gallons per day). The addition of this project will not cause a violation of existing discharge limitations. In addition, the proposed sewer lines in the project area have adequate conveyance capacity to accommodate the residential development on the parcels proposed by the Tentative Map. Sewage infrastructure and flows from this project are consistent with the evaluation included within the WRSP.

I. ENVIRONMENTAL DETERMINATION

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports and Mitigated Negative Declarations, an Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration (SCH # 2008032115, adopted June 25, 2012) has been prepared to cover the minor technical changes and additions necessary to describe the proposed Project. The Addendum plus the adopted Mitigated Negative Declaration and Initial Study are included as Exhibit A of this staff report. Mitigation measures from the SVSP Mitigation Monitoring and Reporting Program that are applicable to this project are included as Attachment 4.

J. PUBLIC OUTREACH

The project application was circulated for review and comment to both internal City staff and to external agencies which have requested such notice. As the project was revised, the application was circulated multiple times to ensure reviewers had an opportunity to consider the revisions. The project application and revisions were circulated to the Roseville Coalition of Neighborhoods as well as the Westpark Neighborhood Association and the Fiddymont Farms Neighborhood Association. Comments and recommended conditions were received and addressed or included in the conditions of approval; there are no outstanding items at this time. In addition, a public notice was published in a newspaper of general circulation, and individual notices were mailed to all property owners within 300 feet of the project boundary. No concerns or other correspondence was received in response to the public notice.

K. RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Recommend the City Council consider the Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration – **3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- B. Recommend the City Council approve the **GENERAL PLAN AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- C. Recommend the City Council approve the **SIERRA VISTA SPECIFIC PLAN AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- D. Recommend the City Council approve the **WEST ROSEVILLE SPECIFIC PLAN AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- E. Recommend the City Council adopt the two (2) findings of fact as stated in the staff report for the **REZONE – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- F. Recommend the City approve the **REZONE – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- G. Recommend the City Council adopt the five (5) findings of fact as listed in the staff report for the Westbrook **DEVELOPMENT AGREEMENT AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- H. Recommend the City Council approve the Westbrook **DEVELOPMENT AGREEMENT AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- I. Recommend the City Council adopt the five (5) findings of fact as listed in the staff report for the Westpark **DEVELOPMENT AGREEMENT AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- J. Recommend the City Council approve the Westpark **DEVELOPMENT AGREEMENT AMENDMENT – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318.**
- K. Recommend the City Council adopt the three (3) findings of fact as listed in the staff report for the **LARGE LOT TENTATIVE SUBDIVISION MAP – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318**
- L. Recommend the City Council approve the **LARGE LOT TENTATIVE SUBDIVISION MAP – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318** subject to thirty-three (33) of conditions of approval.
- M. Recommend the City Council adopt the three (3) findings of fact as listed in the staff report for the **SMALL LOT TENTATIVE SUBDIVISION MAP – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318**
- N. Recommend the City Council approve the **SMALL LOT TENTATIVE SUBDIVISION MAP – 3200 PLEASANT GROVE BOULEVARD – WESTBROOK PHASE 2 AND 3 – PL13-0318** subject to eighty-three (83) of conditions of approval.

CONDITIONS OF APPROVAL FOR THE LARGE LOT TENTATIVE SUBDIVISION MAP

1. The project is approved as shown in Exhibits B–N and as conditioned or modified below. (Planning)
2. 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)
3. 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)
4. 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 Development Services Department – Engineering Division. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Finance)
6. Prior to the issuance of any improvement plans, owner must have obtained issuance of a 404 permit as defined by the Development Agreement between the City of Roseville and Westpark S.V. 400, LLC. (Engineering)
7. The applicant shall be responsible for reimbursements to the West Roseville Specific Plan per Section 3.25 of the Westpark S.V. 400, LLC Development Agreement. (Engineering, Environmental Utilities)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

8. Landscape Plans shall be included with the Improvement Plans for all landscape corridors and all landscaped common areas. Landscaping shall be installed and accepted prior to acceptance of the Improvement Plans. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Requirements. (Planning, Engineering, Parks, Fire Environmental Utilities)
9. Fences and walls shall be shown on Improvement Plans, as appropriate, consistent with the locations and designs specified in the Sierra Vista Specific Plan. (Planning)
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, Engineering)
11. The grading and improvement plans shall be designed in accordance with the City's Design and Construction Standards and shall reflect the following:
 - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b. Grading shall comply with the City grading ordinance. 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.

- c. A rough grading and/or underground only permit may be approved by Engineering prior to approval of the improvement plans.
 - d. Standard access 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 Engineering prior to approval of any plans. (Engineering)
13. The applicant shall apply for and obtain an encroachment permit from the Engineering Division prior to any work conducted within the City right-of-way. (Engineering)
14. The phasing of the infrastructure shall be consistent with the Westbrook Phase 2 – Infrastructure Matrix (as prepared by MacKay & Somp), the Sierra Vista Specific Plan and as defined in the Development Agreement between the City of Roseville and Westpark S.V. 400, LLC. The phasing of subdivisions shall occur in a sequential order, as outlined in the Westbrook Phase 2 – Infrastructure Matrix. Acceptance of each subdivision by the City shall be contingent on the prerequisite phases having been accepted by the City. (Engineering)
15. A standard 35-foot A-7 driveway shall be constructed on Pleasant Grove Boulevard to access Parcel WB-42. This driveway shall be placed far enough to the west to allow for a 250-foot left turn lane with 120-foot taper to be constructed to provide ingress to Parcel WB-42. (Engineering)
16. Pleasant Grove Boulevard shall be constructed in conformance with the approved Tentative Map, the Sierra Vista Specific Plan and Section 3.5.2(a) of the Development Agreement. The following improvements shall be constructed on Pleasant Grove Boulevard:
- a. Standard 220-foot deceleration lane with 120-foot taper at Westbrook Boulevard.
 - b. Modified 150-foot deceleration lane with 120-foot taper at WB-42 driveway.
 - c. Modified 150-foot deceleration lane with 120-foot taper at “A” Drive (Subdivision Entrance).
 - d. Standard 220-foot deceleration lane with 120-foot taper at Daylight Drive.
 - e. A traffic signal shall be installed at “A” Drive (Subdivision Entrance). Traffic signals shall be reimbursed per section 3.5.7 of the Development Agreement.
 - f. Traffic signal conduit shall be installed at Daylight Drive with the construction of the intersection.
 - g. In addition to the frontage improvement requirements for Pleasant Grove Boulevard in Section 3.5.2(a) of the Development Agreement, owner shall be responsible for constructing the northern half the median, including landscaping. The northern median curb and half the median landscaping within Pleasant Grove Boulevard is eligible for reimbursement from the City. (Engineering)
17. Westbrook Boulevard shall be constructed in conformance with the approved Tentative Map, the Sierra Vista Specific Plan and Section 3.5.2(b) of the Development Agreement. In addition, traffic signal conduit shall be installed at Solaire Drive with the construction of the Westbrook Boulevard intersection, if not already installed. (Engineering)
18. A standard bus turnout and shelter pad shall be installed on:
- a. #267 Southwestern corner of Santucci Boulevard and Solaire Drive.

- b. #262 Southeastern corner of Santucci Boulevard and Pleasant Grove.
 - c. #261 Northeastern corner of Santucci Boulevard and Pleasant Grove.
 - d. Per Figure B-30 of the Sierra Vista Specific Plan, a turnout and shelter pad for future Bus Rapid Transit shall be provided on northbound Santucci Boulevard adjacent to Parcel WB-20.
 - e. Northbound Santucci Boulevard at northeastern corner of Solaire Drive.
 - f. #263 southwest corner of Westbrook Boulevard and Pleasant Grove Boulevard.
 - g. #266 Southwest corner of Westbrook Boulevard and Solaire Drive. (Engineering)
19. At such time that Parcel WB-42 develops, the path and sliding gate in HOA Lot D shall be designated for convenient pedestrian and NEV access. Prior to the development of Parcel WB-42, temporary Emergency Vehicle Access shall be provided between HOA Lot D and Parcel WB-42, as approved by the City Engineer with the design of the improvement plans for Parcel WB-1A. (Engineering, Alternative Transportation)
20. 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)
21. 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)
22. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require relocation as a result of the construction of turn lanes and/or driveways. (Engineering)
23. 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. The project proponent shall have the existing dry utilities pot holed for verification of location and depth, as part of the improvement plan design. (Engineering)
24. Prior to the approval of the Improvement Plans, the project proponent shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board. The SWPPP shall be submitted in a single three ring binder. Upon approval, the SWPPP will be returned to the project proponent during the pre-construction meeting. If the SWPPP is viewable in SMARTS then the WDID number can be provided to Engineering in lieu of a hard copy of the SWPPP. (Engineering)
25. A note shall be added to the grading plans that states:

*"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)

PRIOR TO OR UPON RECORDATION OF FINAL MAP

26. With the recordation of the first Final Map, the landowner shall grant to the City separate Irrevocable Offers of Dedication (I.O.D.'s) for rights of way of arterial roadways and open space parcels, public utility

easements and temporary construction easements per Section 3.3.1 - Recordation of Large Lot Map(s) in the Development Agreement. (Engineering)

27. Per Development Agreement Section 3.5.12, prior to recordation of the Final Map the landowner shall pay a fee of \$7,582 for their fair share contribution towards updating the City's Long Range Transit Plan, Short Range Transit Plan and Bicycle Master Plan. (Alternative Transportation, Engineering)
28. A 20-foot by 20-foot bus shelter access and maintenance easement shall be dedicated at the bus turnout located on:
 - a. #267 Southwestern corner of Santucci Boulevard and Solaire Drive.
 - b. #262 Southeastern corner of Santucci Boulevard and Pleasant Grove Boulevard.
 - c. #261 Northeastern corner of Santucci Boulevard and Pleasant Grove Boulevard (Engineering, Alternative Transportation)
29. Any transfer of units, or changes in Large Lot Parcels shown in the Notice of Special Tax for the Westbrook CFD No.1, and Westbrook CFD No. 2 as a result of this entitlement shall require the applicant to amend the CFD documents (Rate and Method of Apportionment) and record a new Notice of Special Tax for each affected CFD to reflect the revised land plan, unit count and new Maximum Tax per Large Lot Parcel. Any transfer that increases the per unit Maximum Special Tax within a particular parcel by more than 20% shall require the approval of the Finance Director. Concurrent with the submittal of the Large Lot Final Map for any portion of Phases 2 or 3, the applicant shall submit to the Finance Director a revised Rate and Method of Apportionment reflecting the changes to the Large Lot Parcels and the respective Maximum Special Tax per Large Parcel. Concurrent with the recording of the Large Lot Final Map, a revised Notice of Special Tax shall be recorded reflecting the updated CFD boundaries and Large Lots.
30. With the recordation of the Large Lot Map a public stormdrain easement shall be granted for the stormwater swale along the eastern boundary of Parcel WB-31. The size and width of the easement shall be determined with the approved design, as amended in the Master Drainage Study. (Engineering)

OTHER CONDITIONS OF APPROVAL

31. The project shall comply with all applicable environmental mitigation measures identified in the Westbrook Initial Study and MND and SVSP EIR. (Planning)
32. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment are approved and become effective. (Planning)
33. An Affordable Housing Rental Agreement shall be executed prior to issuance of permits for each parcel containing affordable rental units. Housing acknowledges and approves the transfer of the 41 middle-income affordable units from Parcels WB-20 and WB-21 to Parcels WB-30 and WB-32 as low-income rental units, and also the relocation of 162 affordable rental units from Parcel W-16 (West Roseville Specific Plan) to Parcels WB-30 and WB-32. (Housing)

CONDITIONS OF APPROVAL FOR THE SMALL LOT TENTATIVE SUBDIVISION MAP

1. The project is approved as shown in Exhibits B–N and as conditioned or modified below. (Planning)

2. 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)
3. 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)
4. 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 Development Services Department – Engineering Division. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Finance)
6. Prior to the issuance of any improvement plans, owner must have obtained issuance of a 404 permit as defined by the Development Agreement between the City of Roseville and Westpark S.V. 400, LLC. (Engineering)
7. The applicant shall be responsible for reimbursements to the West Roseville Specific Plan per Section 3.25 of the Development Agreement. (Engineering, Environmental Utilities)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

8. Landscape Plans shall be included with the Improvement Plans for all landscape corridors and all landscaped common areas. Landscaping shall be installed and accepted prior to acceptance of the Improvement Plans. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Requirements (as amended in the Roseville Municipal Code). (Planning, Engineering, Parks, Fire Environmental Utilities)
9. Fences and walls shall be provided consistent with the locations and designs specified in the Sierra Vista Specific Plan. (Planning)
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, Engineering)
11. The grading and improvement plans shall be designed in accordance with the City's Design and Construction Standards and shall reflect the following:
 - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b. Grading shall comply with the City grading ordinance. 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.
 - c. A rough grading and/or underground only permit may be approved by Engineering prior to approval of the improvement plans.
 - d. Standard access 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 Engineering prior to approval of any plans. (Engineering)
13. The applicant shall apply for and obtain an encroachment permit from the Engineering Division prior to any work conducted within the City right-of-way. (Engineering)
14. The phasing of the infrastructure shall be consistent with the Westbrook Phase 2 – Infrastructure Matrix (as prepared by MacKay & Somps), the Sierra Vista Specific Plan and as defined in the Development Agreement between the City of Roseville and Westpark S.V. 400, LLC. The phasing of subdivisions shall occur in a sequential order, as outlined in the Westbrook Phase 2 – Infrastructure Matrix. Acceptance of each subdivision by the City, shall be contingent on the prerequisite phases having been accepted by the City. (Engineering)
15. A standard 35-foot A-7 driveway shall be constructed on Pleasant Grove Boulevard to access Parcel WB-42. This driveway shall be placed far enough to the west to allow for a 250-foot left turn lane with 120-foot taper to be constructed to provide ingress to Parcel WB-42. (Engineering)
16. Pleasant Grove Boulevard shall be constructed in conformance with the approved Tentative Map, the Sierra Vista Specific Plan and Section 3.5.2(a) of the Development Agreement. The following improvements shall be constructed on Pleasant Grove Boulevard:
 - a. Standard 220-foot deceleration lane with 120-foot taper at Westbrook Boulevard.
 - b. Modified 150-foot deceleration lane with 120-foot taper at WB-42 driveway.
 - c. Modified 150-foot deceleration lane with 120-foot taper at “A” Drive (Subdivision Entrance).
 - d. A traffic signal shall be installed at “A” Drive (Subdivision Entrance). Traffic signals shall be reimbursed per section 3.5.7 of the Development Agreement.
 - e. Traffic signal conduit shall be installed at Daylight Drive with the construction of the intersection.
 - f. In addition to the frontage improvement requirements for Pleasant Grove Boulevard in Section 3.5.2(a) of the Development Agreement, owner shall be responsible for constructing the northern half the median, including landscaping. The northern median curb and half the median landscaping within Pleasant Grove Boulevard is eligible for reimbursement from the City. (Engineering)
17. Westbrook Boulevard shall be constructed in conformance with the approved Tentative Map, the Sierra Vista Specific Plan and Section 3.5.2(b) of the Development Agreement. In addition, traffic signal conduit shall be installed at Solaire Drive with the construction of the Westbrook Boulevard intersection, if not already installed. (Engineering)
18. 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)
19. 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)

20. Prior to the approval of the improvement plans, it shall 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)
21. 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)
22. A standard bus turnout and shelter pad shall be installed on:
- a. #263 Southwestern corner of Westbrook Boulevard and Pleasant Grove Boulevard.
 - b. #266 Southwestern corner of Westbrook Boulevard and Solaire Drive. (Engineering)
23. The developer of Parcel WB-4 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 in Condition #21) on the southwestern corner of Westbrook Boulevard and Solaire Drive. The Developer and City may enter into a deferred improvement or other agreement based upon a construction cost of \$10,000 per shelter for future construction of the Bus Shelter on the southwestern corner of Westbrook Boulevard and Solaire Drive (shelter number 266). (Engineering, Transit)
24. The fencing and pedestrian gates for HOA Lots G, H, & K shall be located on Lots G, H, & K, but adjacent to the boundary with the adjacent landscape corridor lot(s) if said landscape corridor lot(s) are to be dedicated to the City. (Engineering, Transit)
25. At such time that Parcel WB-42 develops, the path and sliding gate in HOA Lot D shall be designated for convenient pedestrian and NEV access. Prior to the development of Parcel WB-42, temporary Emergency Vehicle Access shall be provided between HOA Lot D and Parcel WB-42, as approved by the City Engineer with the design of the improvement plans for Parcel WB-1A. (Engineering, Alternative Transportation)
26. 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)
27. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Master Drainage Study for the Sierra Vista Specific Plan 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 shall be amended to reflect any proposed changes. (Engineering)
28. The overland release channel and culvert under the western end of Pleasant Grove Boulevard shall be designed per the City's Design and Construction Standards. This shall include being designed to convey the 100-year storm event both overland and through the culvert. The culvert shall maintain a minimum of 1 foot of freeboard from the lowest travel lane. (Engineering)
29. All storm drainage shall be routed to the nearest storm drain system or natural drainage facility. Prior to discharge from the site, the storm water shall be treated with appropriate storm water pollution treatment device(s). All stormwater treatment shall be consistent with the Preliminary Stormwater Compliance

Form approved by Engineering. The proposed Low Impact Development (LID), consisting of grassy swales, soil amendments, disconnected roof drains and trees, shall be used throughout the proposed project. The design of the soil amendment LID shall be coordinated with Engineering and designed prior to Village rough grade plans being issued. The drainage outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. (Engineering)

30. The stormwater swale through the east side of Parcel WB-31 shall be fenced and include two (2) concrete utility access ramps per Section 3.10.2.1 of the Development Agreement. (Engineering)
31. 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)
32. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require relocation as a result of the construction of turn lanes and/or driveways. (Engineering)
33. 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. The project proponent shall have the existing dry utilities pot-holed for verification of location and depth, as part of the improvement plan design. (Engineering)
34. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It shall 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)
35. Prior to the approval of the Improvement Plans, the project proponent shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board. The SWPPP shall be submitted in a single three ring binder. Upon approval, the SWPPP will be returned to the project proponent during the pre-construction meeting. If the SWPPP is viewable in SMARTS then the WDID number can be provided to Engineering in lieu of a hard copy of the SWPPP. (Engineering)
36. 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)
37. 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)
38. 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)
39. 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)
40. 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)
41. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500 feet on center. (Fire)
42. Minimum fire flow is 1,500 gallons per minute with 20 pounds residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshal, where the project utility lines will serve non-residential uses. (Fire)
43. Water taps to the commercial site shall be a minimum of 12-inch and serve from both Pleasant Grove and Westbrook Boulevard. (Fire)
44. Each phase of development shall have two points of access. (Fire)
45. Fire systems shall be tested prior to the opening of the sales office for business. (Fire)
46. Framing construction cannot commence until access roads and public fire hydrants are approved by the Fire Department. (Fire)
47. If this project will be phased, the fire department requirements for access and circulation throughout shall be approved by the City for such proposal. Access roads shall comply with the California Fire Code 2013, with the City of Roseville's Amendments. A separate phasing plan shall be reviewed and approved by the Fire Department. (Fire)

48. 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)
49. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching." (Electric)
50. 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)
51. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching." (Electric)
52. A 50-foot easement shall be required on the southern side of Pleasant Grove Boulevard (across the northern side of Parcel WB-1A, WB-3A, WB-41 and WB-42) for future extension of a 60kV overhead transmission line. Any facilities placed within this easement shall be subject to the review of the Electric Department to ensure proper clearances for the overhead facilities is maintained. (Electric)
53. Lot PA-4 and Lot PA-5 shall be granted as PUEs for the placement of electric facilities within these lots. (Electric)
54. The 25-foot easement along the northern side of Solaire Drive shall not include landscape walls other than those shown on Section G, unless approved otherwise by Roseville Electric. (Electric)
55. Improvement plans for each sub-phase shall contain separate points of connection with a stand-alone irrigation system unless the entire streetscape/paseo system is designed as one and installed as one phase of work. If one phase of work, this shall be installed as a part of the first sub-phase to be constructed. (Parks, Recreation, and Libraries)
56. 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)
57. 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 MAP

58. Water and sewer easements shall be provided and shown on the Final/Parcel Map or by separate instrument, unless otherwise provided for in these conditions. (Environmental Utilities)
59. Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Electric, Engineering)
60. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
61. Small Lot Maps for Westbrook Phase 2 shall be recorded concurrently with or subsequent to the Westbrook Phase 2 Large Lot Map. Consistent with Section 3.3.1 of the Development Agreement, all necessary Irrevocable Offers of Dedications (I.O.D.'s), Public Utility Easements (P.U.E.'s) and Temporary Construction Easements (T.C.E.'s) shall be dedicated on the Large Lot Map, as required by the City Engineer. (Engineering)

62. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed Land Surveyor (Environmental Utilities, Electric, Engineering)
63. 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. Disclosure of the following items:
 - i) The project site is within the McClellan Airport flight path, and aircraft on approach or departure could be under 3,000 feet in elevation. The telephone number of the Sacramento County Airports Noise Complaint hotline shall be provided in the disclosure.
 - ii) Designation of Westbrook Boulevard and Santucci Boulevard as truck routes.
 - iii) The existence of a Development Agreement on the property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit.
 - iv) The project will be served by surface water supplies and by groundwater supplies. Variations in the appearance, taste and color of water may be noticed from time to time.
 - v) Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
 - vi) Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.
 - vii) 60kV overhead power line easement fronting on Parcels WB-5A, WB-24, WB-25, WB-1A, WB-3A, WB-41, and WB-42.
 - viii) Exclusive utility easement within Pleasant Grove Boulevard may be used for high-pressure natural gas lines through the area to serve the Roseville Energy Park.
 - ix) Requirement for fifty percent (50%) reduction in construction waste stream.
 - x) Location of schools and parks within one mile.
 - xi) Parcels adjacent to open space may have a public bike trail and appurtenances adjacent to said parcels.
 - xii) Location of the well site and water storage facilities.
 - xiii) Location of wastewater treatment plant and sewer lift station.

- xiv) Owners of residential units adjacent to separated sidewalks shall be responsible for maintaining area between curb and sidewalks.
- xv) Masonry walls, including walls adjacent to landscape corridors and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement.
- xvi) Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. This is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
- xvii) Demand cycle control units operated by Roseville Electric on residential air conditioner units.
- xviii) Residential units within 100 feet of undeveloped parcels to the west of the SVSP or where agricultural uses exist shall be provided with a disclosure regarding the proximity and nature of neighboring potential agricultural uses.

c. A clause stating that the CC&Rs shall not apply to any property owned by the City.

64. The City shall not approve any small lot 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)

65. Any structures crossing lot/parcel lines created by the Final Map shall be removed. (Engineering)

66. The street names shall be approved by the City of Roseville. (Engineering)

67. The Final Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lots/Parcels along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)

68. 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)

69. The Final Map shall be submitted per, "The Digital Submittal of Cadastral Surveys." Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)

70. 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)

71. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

72. The dedication of parkland (future parks and/or open space) shall be deeded to the City through an Irrevocable Offer of Dedication (IOD). As a default, park and open space parcels shall be excluded from acceptance through the mapping approvals and completed as a separate deed process.
- a. For Parks, the transfer of property shall be at the City's request, generally, timed to coincide with the start of the specific park design phase of work, unless otherwise noted or requested.
 - b. For Open Space, the transfer of property shall occur once all mitigation measures, Developer construction activity immediately surrounding the parcel, and implementation measures identified in the Overarching Open Space Management Plan have been completed and verified as complete by the Open Space Division of Parks & Recreation, unless otherwise noted or requested.
 - c. For streetscapes to be City-maintained, the lots shall be separate parcels and accepted through the standard Certificate of Compliance (COC) process for street improvements. The establishment period shall be complete at COC unless a letter of agreement outlining establishment responsibilities beyond the COC has been executed between the City and Developer. All HOA maintained landscaping shall be clearly identified on the landscape plans at time of plan approval. (Parks, Recreation, and Libraries)

OTHER CONDITIONS OF APPROVAL

73. 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)
74. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
75. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)
76. 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)
77. 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)
78. 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)
79. All plant material shall be maintained under a 90 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made

necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

80. Following the installation of the landscaping on HOA or City property, 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)
81. The transfer of units between LDR, MDR and HDR are noted. At the end of each cumulative phase of development, a review of the total number of units shall be completed and shall not exceed 10% (pursuant to the Development Agreement) and if it is exceeded, fee adjustments may be required at that time. (Parks, Recreation, and Libraries)
82. The project shall comply with all applicable environmental mitigation measures identified in the Westbrook Initial Study and MND and SVSP EIR. (Planning)
83. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment are approved and become effective. (Planning)

Attachments

1. Table of Existing and Proposed Land Uses
2. Age-Restricted Residential Rezone Policy (August 2015)
3. Guidelines for Conversion of Non-Residential Land Uses (August 4, 2004)
4. Table of Applicable Mitigation Measures

Exhibits

- A. Mitigated Negative Declaration for the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan and Addendum
- B. General Plan and Specific Plan Amendments Land Use Exhibit
- C. General Plan Amendment Text Change Pages
- D. 7th Amendment to the Westpark Development Agreement
- E. 1st Amendment to the Westbrook Development Agreement
- F. Sierra Vista Specific Plan Text and Figure Change Pages
- G. West Roseville Specific Plan Text and Figure Change Pages
- H. Rezone Exhibit
- I. Large Lot Tentative Map
- J. Small Lot Tentative Map (SLTM)
- K. SLTM Attachment A – Conceptual Paseo, Public Utilities Easements, and Emergency Vehicle Access
- L. SLTM Attachment B – Intersection Geometry Details
- M. SLTM Attachment C – Entry Monument Details
- N. SLTM Attachment D – Stormdrain Layout Detail

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.

Discussion Materials

Westbrook Fiscal Impact Analysis

The Economics of Land Use



Prepared for:

Jeff Jones, Westpark Communities

Prepared by:

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December 10, 2015

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ATTACHMENTS:

Attachment 1: Proposed Zoning: Base Case

Attachment 2: Proposed Zoning: Alt. Commercial



ATTACHMENT 1:

Proposed Zoning: Base Case



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Table 1
Westbrook Fiscal Impact Analysis
Estimated Revenue and Expenditure Summary (2015\$)

Proposed:
Base Case

Item	Buildout
General Fund	
Annual Revenues [1]	
Taxes:	
Property Taxes	\$815,000
Property Tax In-Lieu of VLF	\$310,000
Real Property Transfer Tax	\$51,500
Sales Tax	\$540,000
Property Tax In-Lieu of Sales Tax	\$180,000
Prop. 172 Sales Tax	\$17,000
Hotel/Motel Tax	\$74,000
Business License Tax	\$17,500
Franchise Fees	\$60,500
Electric Franchise Fees	\$172,000
Total Annual General Fund Revenues	\$2,237,500
Annual Expenditures [2]	
City Council	\$4,500
City Manager	\$18,000
Development & Operations	\$10,000
Public Affairs & Communications	\$6,500
City Attorney	\$33,000
Human Resources	\$24,000
Information Technology	\$99,000
City Clerk	\$13,500
Central Services	\$61,500
Finance	\$0
Economic Development & Housing	\$8,000
Development Services	\$101,000
Public Works	\$178,500
Police	\$951,000
Fire	\$753,500
Parks, Recreation & Libraries	\$523,000
Total Annual General Fund Expenditures	\$2,785,000
Annual General Fund Surplus/(Deficit)	(\$547,500)
Estimated Potential Annual Taxes & Assessments	
CFD No. 3	\$565,000
Subtotal Net Annual Surplus/(Deficit) Including CFD No. 3	\$17,500

"summary"

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$500.

[1] See Table B-1 for details on revenue estimating procedures.

[2] See Table C-1 for details on expenditure estimating procedures.

Table A-1
Westbrook Fiscal Impact Analysis
General Assumptions

Proposed:
Base Case

Item	Assumption
General Assumptions	
Base Fiscal Year [1]	FY 2015-16
General Demographic Characteristics	
City of Roseville	
Population [2]	128,382
Employees [3]	78,066
City of Roseville Persons Served [4]	167,415

"gen_assumps"

Source: California Department of Finance (DOF); California Employment Development Department (EDD); U.S. Census Bureau; EPS.

- [1] Reflects the City of Roseville Fiscal Year 2015-16 proposed budget.
Revenues and expenditures are in 2015 dollars.
This analysis does not reflect changes in values resulting from inflation or appreciation.
- [2] DOF Table 2: E-5 City of Roseville population estimate as of 1/1/2015.
- [3] Roseville FY 2015-16 Proposed Budget states CA EDD estimates Roseville to have 70,969 jobs. EPS adjusted by an additional 10% to account for self-employed workers.
- [4] Defined as total population plus half of total employees.

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Table A-2
Westbrook Fiscal Impact Analysis
Land Use Development Plan at Buildout [1]

Proposed:
Base Case

Land Use	Gross Acreage	Average Density	Sq. Ft.	Units
Residential		<u>Units/Acre</u>	<u>Unit Sq. Ft. [2]</u>	
Owner-Occupied				
Low Density Residential (LDR)	93.2	5.2	2,900	483
Medium Density Residential (MDR)	56.4	7.7	2,200	433
Age-Restricted Low Density Residential (AR-LDR)	91.6	5.4	2,000	493
Owner-Occupied Subtotal	241.2			1,409
Renter-Occupied				
High Density Residential (HDR)	15.0	27.8	1,000	417
HDR Affordable Housing (HDR-AF) [3] [4]	9.1	22.3	1,000	203
Renter-Occupied Subtotal	24.1			620
Residential Subtotal	265.3			2,029
Nonresidential		<u>FAR</u>	<u>Bldg. Sq. Ft.</u>	
Community Commercial WB-40 (CC WB-40)	10.0	0.25	108,900	
Community Commercial WB-42 (CC WB-42)	14.5	0.25	157,905	
Nonresidential Subtotal	24.5		266,805	-
Subtotal Residential and Nonresidential	289.8			2,029
Other Land Uses				
Public/Quasi-Public (P/QP)	11.1			-
Park (PR)	14.6			-
Open Space (OS)	36.6			-
Right-of-Way/Landscape Corridors (ROW)	45.3			-
Other Subtotal	107.6			-
Total	397.4			2,029

"lu_plan"

Source: Westpark Communities; MacKay & Somps; EPS.

[1] Land uses based on Westbrook Land Use Summary dated 10/28/2015.

[2] Residential unit size assumptions based on assumptions provided by the property owner.

[3] Affordable units for low- and very-low income households.

[4] Westbrook Land Use Plan will accommodate 162 affordable units from Westpark. The 162 affordable units from Westpark are not modeled as tax-exempt affordable units in this analysis because it is neutral to the City's overall fiscal impacts.

Table A-3
Westbrook Fiscal Impact Analysis
Persons Served in Project at Buildout

Land Use	Units/Bldg. Sq. Ft.	Vacancy Rate [1]	Occupied Units/Bldg. Sq. Ft.	Persons per HH/Sq. Ft. per Employee [2] [3]	Population/ Employees	Persons Served Factor	Persons Served
	a	b	c = a * (1 - b)	d	e	f	g = e * f
Residential (Population)							
Owner-Occupied							
Low Density Residential (LDR)	483	5.6%	456	2.59	1,179	1.00	1,179
Medium Density Residential (MDR)	433	5.6%	409	2.59	1,057	1.00	1,057
Age-Restricted Low Density Residential (AR-LDR)	493	5.6%	465	1.80	837	1.00	837
Owner-Occupied Subtotal	1,409		1,330		3,073		3,073
Renter-Occupied							
High Density Residential (HDR)	417	5.6%	394	2.59	1,019	1.00	1,019
HDR Affordable Housing (HDR-AF) [4] [5]	203	5.6%	192	2.59	496	1.00	496
Renter-Occupied Subtotal	620		586		1,515	1.00	1,515
Residential Subtotal	2,029		1,916		4,588		4,588
Nonresidential (Employees)							
Community Commercial WB-40 (CC WB-40)	108,900	10.0%	98,010	450	218	0.50	109
Community Commercial WB-42 (CC WB-42)	157,905	10.0%	142,115	450	316	0.50	158
Subtotal	266,805		240,125		534		267
Total					5,122		4,855

Source: Westpark Communities; California Department of Finance; Urban Land Institute; Costar; CBRE; Cornish & Carrey; Terranomics; EPS
"pplserv"

- [1] Residential vacancy rate assumptions based on California Department of Finance 1/1/2015 estimate for Roseville, CA.
Nonresidential vacancy rates based on Costar data for Lincoln, CA retrieved 1/06/2015, CBRE Q3 2014, Cornish & Carrey Q3 2014; and Terranomics Q3 2014 market reports.
- [2] Persons per household for age-restricted based on Gruen + Associates Fiscal and Economic Impacts of San Juan Oaks Development dated September 2013.
Square feet per employee based on:
- ULI Business Park and Industrial Development Handbook (2001)
- Illustrated Book of Development Definitions
- [3] The persons per household for LDR, MDR, HDR, and HDR-AF is a weighted average of the assumptions provided by the City of Roseville given that the Phase 1 area, which is not being rezoned maintained a lower persons per household number originally.
- [4] Affordable units for low- and very-low income households.
- [5] Westbrook Land Use Plan will accommodate 162 affordable units from Westpark. The 162 affordable units from Westpark are not modeled as tax-exempt affordable units in this analysis because it is neutral to the City's overall fiscal impacts.

Table A-4
Westbrook Fiscal Impact Analysis
Land Use Assumptions

**Proposed:
Base Case**

Land Use	Estimated Assessed Value	Average Unit Size (Sq. Ft.)	Value per Sq. Ft.	Turnover Rate [1]
Residential				
<i>Per Unit</i>				
Owner-Occupied [2]				
Low Density Residential (LDR)	\$480,000	2,900	\$166	14.3%
Medium Density Residential (MDR)	\$375,000	2,200	\$170	14.3%
Age-Restricted Low Density Residential (AR-LDR)	\$400,000	2,000	\$200	14.3%
Renter-Occupied				
High Density Residential (HDR) [3]	\$190,000	1,000	\$190	14.3%
HDR Affordable Housing (HDR-AF) [4]	\$0	1,000	\$0	14.3%
Nonresidential				
Community Commercial WB-40 (CC WB-40)	-	-	\$200	6.7%
Community Commercial WB-42 (CC WB-42)	-	-	\$200	6.7%

"lu_assumps"

Source: Westpark Communities; Gregory Group; CoStar; EPS.

- [1] Property turnover rate of once every 7 years for residential and once every 15 years for nonresidential based on EPS research.
 [2] Residential unit value assumptions informed by new home sales in Roseville, as reported by Gregory Group Q1 2015 data retrieved 6/02/2015. Projects with average lot sizes of 5,000 sq. ft. or larger are designated as LDR. Projects with average lot sizes less than 5,000 sq. ft. are designated as MDR for purposes of this analysis.
 [3] CoStar report of Multifamily Property Sales as of 5/26/2015 prepared by Seevers Jordan Ziegenmeyer.
 [4] Affordable units for low- and very-income are assumed to be constructed by a non-profit developer and will not produce assessed value.

Table B-1
Westbrook Fiscal Impact Analysis
Revenue-Estimating Procedures Based on City of Roseville FY 2015-16 Budget (2015\$)

Proposed:
Base Case

General Fund Revenues	Estimating Procedure	Case Study Reference	FY 2015-16 Budgeted Revenues	Service Population	Revenue Multiplier
Taxes:					
Property Taxes	Case Study	Table B-3	\$27,650,700	N/A	-
Property Tax In-Lieu of VLF	Case Study	Table B-3	\$7,900,000	N/A	-
Real Property Transfer Tax	Case Study	Table B-4	\$600,000	N/A	-
Property Tax In-Lieu of Sales Tax	Case Study	Table B-5	\$9,637,000	N/A	-
Sales Tax	Case Study	Table B-5	\$43,574,000	N/A	-
Prop. 172 Sales Tax	Case Study	Table B-5	\$1,018,000	N/A	-
Motor Vehicle In-Lieu	[2]		\$52,000	N/A	-
Secured Tax ABX1 26-AB1484	[2]		\$300,000	N/A	-
Hotel/Motel Tax	Persons Served		\$2,551,500	167,415	\$15.24
Business License Tax	Persons Served		\$600,000	167,415	\$3.58
Miscellaneous Taxes	[1]		\$25	N/A	-
Franchise Fees	Persons Served		\$2,083,200	167,415	\$12.44
Licenses	[1]		\$50,000	N/A	-
Permits	[1]		\$2,035,800	N/A	-
Use of Money and Property	[1, 2]		\$572,036	N/A	-
Fees for Current Services	[1]		\$11,026,724	N/A	-
Other Revenues	[1]		\$1,918,164	N/A	-
Revenues & Grants from Other Agencies	[1, 2]		\$775,029	N/A	-
Electric Franchise Fees	Persons Served		\$5,937,021	167,415	\$35.46
Transfers In	[2]		\$3,515,388	N/A	-
Indirect Cost	[2]		\$13,482,250	N/A	-
Subtotal General Fund Revenues			\$135,278,837		
Less Indirect Costs	[3]		\$13,482,249	N/A	-
Less Offsetting Revenues	[4]		\$13,529,613	N/A	-
Net General Fund Operating Revenues			\$108,266,975		

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

- [1] This analysis assumes that all or part of these revenues are fully dedicated to specific General Fund departmental costs (Offsetting Revenues). Because these revenues are budget-neutral and are not discretionary, they are not included in estimating discretionary Project revenues.
- [2] Not expected to be affected by the Project and therefore no revenue multipliers are estimated in this analysis.
- [3] Represents internal revenues for services to special enterprise funds; as such they are not estimated in this analysis.
- [4] Associated expenditures also are netted out of appropriate general fund depts. in Table C-1.
- [4] Sum of offsetting revenues (footnote 1) dedicated to specific General Fund department functions. These revenues are budget neutral and are netted out of both total revenues and total costs. See Table C-1. Amounts exclude one-time grant revenues.

Table B-2
Westbrook Fiscal Impact Analysis
Estimated Project Revenues at Buildout (2015\$)

Proposed:
Base Case

General Fund Revenues	Source	Total (Rounded)	Percentage of Total
Taxes:			
Property Taxes	Table B-3	\$815,000	36.4%
Property Tax In-Lieu of VLF	Table B-3	\$310,000	13.9%
Real Property Transfer Tax	Table B-4	\$51,500	2.3%
Sales Tax	Table B-5	\$540,000	24.1%
Property Tax In-Lieu of Sales Tax	Table B-5	\$180,000	8.0%
Prop. 172 Sales Tax	Table B-5	\$17,000	0.8%
Hotel/Motel Tax	Table B-1	\$74,000	3.3%
Business License Tax	Table B-1	\$17,500	0.8%
Franchise Fees	Table B-1	\$60,500	2.7%
Electric Franchise Fees	Table B-1	\$172,000	7.7%
Subtotal General Fund Revenues		\$2,237,500	100.0%

"revenues"

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$500.

Table B-3
Westbrook Fiscal Impact Analysis
Estimated Property Tax Revenues (2015\$)

Proposed:
Base Case

Item	Assumptions	Formula	Buildout
1-Percent Property Tax			
Total Assessed Value of Project [1]			\$724,006,000
Property Tax Revenue (1% of Assessed Value)	1.00%	$b = a * 1.00\%$	\$7,240,060
Estimated Property Tax Allocation [2]			
City of Roseville	11.25%	$c = b * 11.25\%$	\$814,825
Other Agencies	88.75%	$d = b * 88.75\%$	\$6,425,235
Property Tax In Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)			
Total Citywide Assessed Value [3]		e	\$18,442,696,187
Total Assessed Value of Project		$f = a$	\$724,006,000
Total Assessed Value		$g = e + f$	\$19,166,702,187
Percent Change in AV		$h = f / e$	3.93%
Property Tax In Lieu of VLF [4]	\$7,900,000	$i = h * \$7,900,000$	\$310,131

"property_tax"

Source: City of Roseville FY 2015-16 Proposed Budget; Placer County Auditor-Controller; EPS.

- [1] For assumptions and calculation of assessed value, refer to Table D-2.
- [2] For assumptions and calculation of the estimated property tax allocation, refer to Table D-1.
- [3] 2015-2016 Placer County Assessment Roll Values for City of Roseville.
Includes Citywide secured, unsecured, and homeowner exemption.
- [4] Property tax in-lieu of VLF amount derived from the City of Roseville FY 2015-16 Proposed Budget. See Table B-1.

Table B-4
Westbrook Fiscal Impact Analysis
Real Property Transfer Tax (2015\$)

Proposed:
Base Case

Description	Source/ Assumption	Buildout
Assumptions		
Rate per \$1,000 of AV [1]	\$0.55	
Turnover Rate		
Owner-Occupied Homes	14.3%	
Renter-Occupied Homes	6.7%	
Non-residential	6.7%	
Assessed Value [2]		
Owner-Occupied Homes		\$591,415,000
Renter-Occupied Homes		\$79,230,000
Non-residential		\$53,361,000
Total Assessed Value		\$724,006,000
Annual Transfer Tax Revenue		
Owner-Occupied Homes		\$46,515
Renter-Occupied Homes		\$2,920
Non-residential		\$1,966
Total Annual Transfer Tax Revenue		\$51,401

Source: City of Roseville; EPS.
"transfer_tax"

[1] Based on California Revenue and Taxation Code, §§ 11911-11929, which authorizes cities and counties to levy a real estate transfer tax at a rate of \$0.55 per \$1,000 value.
[2] Assessed Values (AV) derived in Table D-2.
Note that assessed values are expressed in 2015\$ and include no real AV growth.

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Table B-5A
Westbrook Fiscal Impact Analysis
Estimated Annual Taxable Sales, Hybrid Market Support Method (2015\$)

Proposed:
Base Case

Item Description	Assumption	Buildout
<u>Taxable Retail Expenditures per Occupied Household [1]</u>		
Annual Taxable Sales from New Occupied Households		
Owner-Occupied		
Low Density Residential (LDR)	\$28,000	\$12,768,000
Medium Density Residential (MDR)	\$22,000	\$8,998,000
Age-Restricted Low Density Residential (AR-LDR)	\$24,000	\$11,160,000
Owner-Occupied Subtotal		\$32,926,000
Renter-Occupied		
High Density Residential (HDR)	\$17,000	\$6,698,000
HDR Affordable Housing (HDR-AF) [2]	\$15,000	\$2,880,000
Renter-Occupied Subtotal		\$9,578,000
Total		\$42,504,000
Taxable Sales from New Households		
Estimated City Capture from New Residents [3]	80%	
Taxable Sales Captured by the City		\$34,003,200
Estimated Taxable Sales inside Project Area [4]	50%	\$17,001,600
Estimated Taxable Sales outside Project Area [4]	50%	\$17,001,600
Annual Taxable Sales from New Employees		
New Employees	Table A-3	534
Average Daily Taxable Sales per New Employee	\$10.00	
Work Days per Year	240	
Total City Taxable Sales from New Employees		\$1,281,600
Adjusted City Taxable Sales from New Employees [5]		
Estimated Taxable Sales inside Project Area [4]	50%	\$640,800
Estimated Taxable Sales outside Project Area [4]	50%	\$320,400
	50%	\$320,400
Total Annual City Taxable Sales from Market Support		
		\$34,644,000
Taxable City Sales inside Project Area		\$17,322,000
Taxable City Sales outside Project Area		\$17,322,000

"sales_tax_a"

Source: BLS; Consumer Expenditure Survey; and EPS.

[1] See Table D-3. Rounded to the nearest \$1,000.

[2] Affordable units for low- and very-low income households.

[3] Total retail sales in the City exceeds residents' retail spending potential, indicating no sales leakage for Roseville, so this analysis assumes marginal leakage for the Project households' retail spending.

[4] EPS estimate of resident/employee spending split between retail stores in the Project and stores outside the Project.

[5] Discounted by 50% to avoid double-counting employees who are also residents and to account for taxable sales from new employees that occur outside the City.

Table B-5B
Westbrook Fiscal Impact Analysis
Estimated Annual Taxable Sales Generated from On-site Nonresidential (2015\$)

Proposed:
Base Case

On-Site Commercial Development	Formula	Buildout
Community Commercial WB-40 (CC WB-40)		
Taxable Sales per Sq. Ft. [1]	\$205 a	
Building Sq. Ft.		98,010 b
Subtotal, Annual Taxable Sales	$c = a * b$	\$20,084,209
Community Commercial WB-42 (CC WB-42)		
Taxable Sales per Sq. Ft. [1]	\$349 d	
Building Sq. Ft.		142,115 e
Subtotal, Annual Taxable Sales	$f = d * e$	\$49,569,712
Annual Taxable Sales from On-Site Commercial Dev. [2]	$g = c + f$	\$69,653,921
<i>Less On-Site Market Support [3]</i>	h	<i>\$17,322,000</i>
Subtotal Annual Sales less Market Support	$i = g - h$	\$52,331,921
<i>Less Shift of Sales from Existing Retail Stores to the Project [4]</i>	10% $j = g * 0.1$	<i>\$6,965,392</i>
Net Annual On-Site Taxable Sales	$k = i - j$	\$45,366,529

"sales_tax_b"

Source: Urban Land Institute & ICSC, *Dollars & Cents of Shopping Centers/The SCORE 2008*; BOE; and EPS.

[1] Represents the percentage of total annual sales subject to sales tax. Based on a weighted average of sales per square foot for U.S. regional and neighborhood shopping centers in the West, as identified in the ULI's *Dollars & Cents of Shopping Centers Handbook* and taxable sales information from the State of California's Board of Equalization.

Retail Type	Annual Gross Sales per Sq. Ft.	Taxable Retail Sales Factor	Taxable Sales per Sq. Ft.
CC WB-40	\$436	47%	\$205
CC WB-42	\$436	80%	\$349

[2] Refers to new sales in the Project from customers other than new Project residents and employees. This total gross amount is subject to sales tax sharing with Placer County per the approved tax sharing agreement.

[3] Derived in Table B-5A.

[4] Represents a discount factor to account for taxable sales transactions that may shift from existing City retail centers to those inside the Project based on a preliminary review of existing retail demand and supply. This assumption is consistent with the factor that was used in the fiscal analysis when the Westbrook project was annexed into the City.

Table B-6
Westbrook Fiscal Impact Analysis
Summary of Estimated Special Tax/Assessment District Revenues

Proposed:
Base Case

Assessment	Source	Amount
CFD No. 3	Table B-7	\$565,056
Total Special Tax/Assessment Revenue		\$565,056

Source: City of Roseville; EPS.

"summ_tax"

Table B-7
Westbrook Fiscal Impact Analysis
Est. Special Tax/Assessment District Revenues (CFD No. 3) [1]

Proposed:
Base Case

Special Tax/ Assessment Revenues

Land Use	Rate [2]	Units/ Acres	Total
Residential Land Uses			
Low Density Residential (LDR) [3]	<u>per unit</u> \$390	<u>units</u> 976	\$380,972
Medium Density Residential (MDR)	\$228	433	\$98,841
High Density Residential (HDR)	\$114	417	\$47,596
HDR Affordable Housing (HDR-AF) [4]	\$57	203	\$11,585
Residential Subtotal		2,029	\$538,994
Nonresidential			
Community Commercial WB-40 (CC WB-40)	<u>per acre</u> \$1,064	<u>acres</u> 10.0	\$10,637
Community Commercial WB-42 (CC WB-42)	\$1,064	14.5	\$15,424
Nonresidential Subtotal		24.5	\$26,062
Total Developable Land Uses			\$565,056

"CFD_3"

Source: City of Roseville; and EPS.

[1] Funds operating costs for Police, Fire, and Library services. Rates have an annual adjustment factor equal to the lesser of the combined percent increase (if any) in the City of Roseville General Fund Operating Budget for police and fire services or 4 percent.

[2] From Westbrook CFD No. 3.

[3] Includes 493 LDR Age-Restricted units in the proposed plan.

[4] Affordable units for low- and very-low income households.

Proposed: Base Case

Item	Estimating Procedure	FY 2015-16 Budgeted Expenditures	Less Offsetting Revenue [1]	Indirect Costs [2]	FY 2015-16 Net City Expenditures	Population or Persons Served	FY 2015-16 Average Cost	Adjustment Factor [3]	FY 2015-16 Net Average Cost
General Fund Expenditures [4]									
City Council	Persons Served	\$413,055	\$0	\$200,159	\$212,896	167,415	\$1.27	75%	\$0.95
City Manager	Persons Served	\$1,077,408	\$0	\$260,849	\$816,559	167,415	\$4.88	75%	\$3.66
Development & Operations	Persons Served	\$781,963	\$0	\$310,973	\$470,990	167,415	\$2.81	75%	\$2.11
Public Affairs & Communications	Persons Served	\$599,489	\$0	\$297,722	\$301,767	167,415	\$1.80	75%	\$1.35
City Attorney	Persons Served	\$1,826,878	\$400	\$306,753	\$1,519,725	167,415	\$9.08	75%	\$6.81
Human Resources	Persons Served	\$1,931,973	\$0	\$832,603	\$1,099,370	167,415	\$6.57	75%	\$4.93
Information Technology	Persons Served	\$7,168,677	\$191,000	\$2,421,489	\$4,556,188	167,415	\$27.21	75%	\$20.41
City Clerk	Persons Served	\$919,304	\$67,600	\$227,724	\$623,980	167,415	\$3.73	75%	\$2.80
Central Services	Persons Served	\$4,564,402	\$0	\$1,727,551	\$2,836,851	167,415	\$16.95	75%	\$12.71
Finance	Persons Served	\$7,331,450	\$1,259,750	\$6,262,830	\$2,836,851	167,415	\$0.00	75%	\$0.00
Economic Development & Housing	Persons Served	\$907,403	\$60,000	\$477,791	\$369,612	167,415	\$2.21	75%	\$1.66
Development Services	Persons Served	\$7,922,354	\$4,439,575	\$0	\$3,482,779	167,415	\$20.80	100%	\$20.80
Public Works	Persons Served	\$6,382,380	\$166,650	\$64,160	\$6,151,570	167,415	\$36.74	100%	\$36.74
Police	Persons Served	\$33,402,198	\$616,581	\$0	\$32,785,617	167,415	\$195.83	100%	\$195.83
Fire	Persons Served	\$27,024,682	\$990,644	\$45,241	\$25,988,797	167,415	\$155.24	100%	\$155.24
Parks, Recreation & Libraries	Per Capita	\$20,417,664	\$5,737,413	\$46,403	\$14,633,848	128,382	\$113.99	100%	\$113.99
Annexation Payments	[5]	\$3,650,000	\$0	\$0	\$3,650,000	N/A	N/A	N/A	N/A
Automotive Replacement	[5]	\$0	\$0	\$0	\$0	N/A	N/A	N/A	N/A
Post-Retirement Insurance/Accrual	[5]	\$4,772,461	\$0	\$0	\$4,772,461	N/A	N/A	N/A	N/A
Galleria Lease Payment	[5]	\$567,619	\$0	\$0	\$567,619	N/A	N/A	N/A	N/A
Payback for Workers' Compensation Funding Holiday	[5]	\$0	\$0	\$0	\$0	N/A	N/A	N/A	N/A
Payback for General Liability Funding Holiday	[5]	\$0	\$0	\$0	\$0	N/A	N/A	N/A	N/A
City Special Assessments	[5]	\$81,986	\$0	\$0	\$81,986	N/A	N/A	N/A	N/A
General Fund Contingency - Materials, Services & Supplies	[5]	\$1,400,000	\$0	\$0	\$1,400,000	N/A	N/A	N/A	N/A
Total Annual General Fund Expenditures [6]		\$133,143,346	\$13,529,613	\$13,482,249	\$106,322,614		\$599.11		\$579.98

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

[1] Represents departmental revenues identified for specific General Fund department functions in the City's fiscal budget.

[2] General Fund revenues and associated costs for services to special enterprise funds are not estimated in this analysis; as such they are netted out of total City costs.

Note - Because building use costs could not be assigned to any one dept., EPS allocated them to all departments based on each department's share of other indirect costs.

[3] Adjustment factor recognizes some department cost are fixed.

[4] Any department with a negative net cost is estimated to have a zero net cost for the rejection factor, recognising some department cost and fixed.

[5] Not expected to be affected by the Project and is not evaluated in this analysis.

[6] May not tie out with the budget because of rounding.

Table C-2
Westbrook Fiscal Impact Analysis
Estimated Annual Project Expenditures (2015\$)

**Proposed:
Base Case**

Expenditures	Source	Total at Buildout	
		Total (Rounded)	Percentage of Total
General Fund			
City Council	Table C-1	\$4,500	0.2%
City Manager	Table C-1	\$18,000	0.6%
Development & Operations	Table C-1	\$10,000	0.4%
Public Affairs & Communications	Table C-1	\$6,500	0.2%
City Attorney	Table C-1	\$33,000	1.2%
Human Resources	Table C-1	\$24,000	0.9%
Information Technology	Table C-1	\$99,000	3.6%
City Clerk	Table C-1	\$13,500	0.5%
Central Services	Table C-1	\$61,500	2.2%
Finance	Table C-1	\$0	0.0%
Economic Development & Housing	Table C-1	\$8,000	0.3%
Development Services	Table C-1	\$101,000	3.6%
Public Works	Table C-1	\$178,500	6.4%
Police	Table C-1	\$951,000	34.1%
Fire	Table C-1	\$753,500	27.1%
Parks, Recreation & Libraries	Table C-1	\$523,000	18.8%
Total Annual General Fund Expenditures		\$2,785,000	100.0%

"expenditures"

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$500.

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Proposed:
Base CaseTable D-1
Westbrook Fiscal Impact Analysis
Property Tax Allocation

Taxing District	Pre-ERAF Distribution [1]			ERAF Shift	Post ERAF Distribution
	TRA005-070 [2]	TRA 005-071 [3]	Weighted Average		
Assessed Value [4]	\$199,485,000	\$524,521,000			
Percent of Assessed Value	27.6%	72.4%			
Tax Allocations Relevant for Analysis					
Total to City	0.24458%	0.41553%	0.36843%	19.9186%	0.2950%
City of Roseville Share					0.1125%
Placer County Share					0.1825%
Other Funds					
County General	0.00000%	0.00000%	0.00000%	33.33460%	0.0000%
Roseville Cemetery	0.00574%	0.00972%	0.00862%	10.90760%	0.0077%
Placer County Resource Conservation	0.00043%	0.00072%	0.00064%	10.68770%	0.0006%
Roseville City Elem M&O	-	0.23420%	0.16967%	-	0.1697%
Roseville High M&O	-	0.21948%	0.15900%	-	0.1590%
Sierra College M&O	0.04647%	0.07899%	0.07003%	-	0.0700%
Superintendent of Schools	0.00613%	0.03902%	0.02996%	-	0.0300%
Placer County Water Agency M&O	0.00137%	0.00235%	0.00208%	0.34700%	0.0021%
Center Jt Unif M&O	0.69529%	-	0.19157%	-	0.1916%
Subtotal Other Funds	0.75542%	0.58447%	0.63157%	55.27690%	0.6306%
Educational Revenue Augmentation Fund (ERAF)	-	-	-	-	0.0744%
Total Property Tax Rates	1.00000%	1.00000%	1.00000%		1.2950%

"alloc"

Source: Placer County Auditor-Controller; EPS.

[1] Represents the percentage allocation of the 1% ad valorem property tax by Tax Rate Area (TRA). ERAF is the Educational Revenue Augmentation Fund.

[2] Includes the following APNs: 496-100-001; -004; -005; -006; -007; -008; -009; -010; -011.

[3] Includes the following APNs: 496-100-012-000; -013; -014; -015.

[4] From Table D-2.

Table D-2
Westbrook Fiscal Impact Analysis
Estimated Assessed Valuation (2015\$)

Proposed:
Base Case

Item	Assessed Value		Center Unified		Roseville City Unified		Units / Sq. Ft.	Assessed Value [1]	Total
	Assessed Value	Units / Sq. Ft.	Assessed Value	Units / Sq. Ft.					
Residential									
Owner-Occupied									
Low Density Residential (LDR)									
Medium Density Residential (MDR)									
Age-Restricted Low Density Residential (AR-LDR)									
Owner-Occupied Subtotal									
Renter-Occupied									
High Density Residential (HDR)									
HDR Affordable Housing (HDR-AF) [2]									
Renter-Occupied Subtotal									
Residential Subtotal									
Nonresidential									
Community Commercial WB-40 (CC WB-40)									
Community Commercial WB-42 (CC WB-42)									
Nonresidential Subtotal									
Total Assessed Value									

Source: Westpark Communities; The Gregory Group; EPS.

[1] Note that assessed values (AV)s are expressed in 2015\$ and include no real AV growth.

[2] Affordable units for low- and very-income are assumed to be constructed by a non-profit developer and will not produce assessed value.

Proposed:
Base Case

Residential Unit Type	Dwelling Units	Occupied Units (Households) [1]	Estimated Unit Value [2]	Estimated Annual Housing Costs [3]	Estimated Household Income (Rounded) [4]	Taxable Expenditures as a % of Income [5]	Average Annual Household Taxable Retail Exp. (Rounded) [6]
Owner Occupied				<i>Annual Mortgage</i>			
Low Density Residential (LDR)	483	456	\$480,000	\$34,337	\$114,000	24%	\$28,000
Medium Density Residential (MDR)	433	409	\$375,000	\$26,826	\$89,000	25%	\$22,000
Age-Restricted Low Density Residential (AR-LDR)	493	465	\$400,000	\$28,614	\$95,000	25%	\$24,000
Renter Occupied			<i>Monthly Rent</i>	<i>Annual Rent [8]</i>			
High Density Residential (HDR)	417	394	\$1,500	\$18,000	\$60,000	29%	\$17,000
HDR Affordable Housing (HDR-AF) [7]	203	192	\$1,175	\$14,100	\$47,000	32%	\$15,000
Total/Weighted Average Value	2,029	1,916	\$291,790	\$25,960	\$86,000	-	\$22,000

Source: The Gregory Group; Bureau of Labor Statistics (BLS), Consumer Expenditure Survey; US Census Bureau, QuickFacts; and Economic & Planning Systems.

- [1] Assumes a 5.6% average vacancy rate based on California DOF Table 2: E-5 City/County Population and Housing Estimates, 1/1/2014.
- [2] Residential unit value assumptions informed by new home sales in Roseville, as reported by The Gregory Group Q1 2015. Data retrieved June 2015.
LDR comparables include properties with lot sizes greater than 5,000 sq. ft.
MDR comparables include properties with lot sizes less than 5,000 sq. ft.
- [3] Housing costs of owner-occupied units are based on a 5.0% 30-year fixed-rate mortgage with a 20% down payment and 2% annual taxes and insurance.
- [4] Assumes 30% of income is dedicated to housing costs (mortgage, taxes, and insurance) or rent payments. Incomes rounded to nearest \$1,000.
- [5] Taxable expenditures as a percentage of income derived from the BLS Consumer Expenditure Survey.
- [6] Average retail expenditures per household used to estimate annual sales tax revenues, as shown in Table B-5A.
- [7] HDR-AF annual rent is 30 percent of estimated household income, which is 65 percent (average of low- and very-low income) of Placer County's median

ATTACHMENT 2:

Proposed Zoning: Alt. Commercial



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Table 1
Westbrook Fiscal Impact Analysis
Estimated Revenue and Expenditure Summary (2015\$)

Proposed:
Alt. Commercial

Item	Buildout
General Fund	
Annual Revenues [1]	
Taxes:	
Property Taxes	\$815,000
Property Tax In-Lieu of VLF	\$310,000
Real Property Transfer Tax	\$51,500
Sales Tax	\$502,500
Property Tax In-Lieu of Sales Tax	\$167,500
Prop. 172 Sales Tax	\$16,000
Hotel/Motel Tax	\$74,000
Business License Tax	\$17,500
Franchise Fees	\$60,500
Electric Franchise Fees	\$172,000
Total Annual General Fund Revenues	\$2,186,500
Annual Expenditures [2]	
City Council	\$4,500
City Manager	\$18,000
Development & Operations	\$10,000
Public Affairs & Communications	\$6,500
City Attorney	\$33,000
Human Resources	\$24,000
Information Technology	\$99,000
City Clerk	\$13,500
Central Services	\$61,500
Finance	\$0
Economic Development & Housing	\$8,000
Development Services	\$101,000
Public Works	\$178,500
Police	\$951,000
Fire	\$753,500
Parks, Recreation & Libraries	\$523,000
Total Annual General Fund Expenditures	\$2,785,000
Annual General Fund Surplus/(Deficit)	(\$598,500)
Estimated Potential Annual Taxes & Assessments	
CFD No. 3	\$565,000
Subtotal Net Annual Surplus/(Deficit) Including CFD No. 3	(\$33,500)

"summary"

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$500.

[1] See Table B-1 for details on revenue estimating procedures.

[2] See Table C-1 for details on expenditure estimating procedures.

Table A-1
Westbrook Fiscal Impact Analysis
General Assumptions

Proposed: Alt. Commercial
--

Item	Assumption
General Assumptions	
Base Fiscal Year [1]	FY 2015-16
General Demographic Characteristics	
City of Roseville	
Population [2]	128,382
Employees [3]	78,066
City of Roseville Persons Served [4]	167,415
"gen_assumps"	

Source: California Department of Finance (DOF); California Employment Development Department (EDD); U.S. Census Bureau; EPS.

- [1] Reflects the City of Roseville Fiscal Year 2015-16 proposed budget.
Revenues and expenditures are in 2015 dollars.
This analysis does not reflect changes in values resulting from inflation or appreciation.
- [2] DOF Table 2: E-5 City of Roseville population estimate as of 1/1/2015.
- [3] Roseville FY 2015-16 Proposed Budget states CA EDD estimates Roseville to have 70,969 jobs. EPS adjusted by an additional 10% to account for self-employed workers.
- [4] Defined as total population plus half of total employees.

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Table A-2
Westbrook Fiscal Impact Analysis
Land Use Development Plan at Buildout [1]

Proposed:
Alternative Commercial

Land Use	Gross Acreage	Average Density	Sq. Ft.	Units
Residential		<u>Units/Acre</u>	<u>Unit Sq. Ft. [2]</u>	
Owner-Occupied				
Low Density Residential (LDR)	93.2	5.2	2,900	483
Medium Density Residential (MDR)	56.4	7.7	2,200	433
Age-Restricted Low Density Residential (AR-LDR)	91.6	5.4	2,000	493
Owner-Occupied Subtotal	241.2			1,409
Renter-Occupied				
High Density Residential (HDR)	15.0	27.8	1,000	417
HDR Affordable Housing (HDR-AF) [3] [4]	9.1	22.3	1,000	203
Renter-Occupied Subtotal	24.1			620
Residential Subtotal	265.3			2,029
Nonresidential		<u>FAR</u>	<u>Bldg. Sq. Ft.</u>	
Community Commercial WB-40 (CC WB-40)	10.0	0.25	108,900	
Community Commercial WB-42 (CC WB-42)	14.5	0.25	157,905	
Nonresidential Subtotal	24.5		266,805	-
Subtotal Residential and Nonresidential	289.8			2,029
Other Land Uses				
Public/Quasi-Public (P/QP)	11.1			-
Park (PR)	14.6			-
Open Space (OS)	36.6			-
Right-of-Way/Landscape Corridors (ROW)	45.3			-
Other Subtotal	107.6			-
Total	397.4			2,029

"lu_plan"

Source: Westpark Communities; MacKay & Somp; EPS.

[1] Land uses based on Westbrook Land Use Summary dated 10/28/2015.

[2] Residential unit size assumptions based on assumptions provided by the property owner.

[3] Affordable units for low- and very-low income households.

[4] Westbrook Land Use Plan will accommodate 162 affordable units from Westpark. The 162 affordable units from Westpark are not modeled as tax-exempt affordable units in this analysis because it is neutral to the City's overall fiscal impacts.

Table A-3
Westbrook Fiscal Impact Analysis
Persons Served in Project at Buildout

Proposed:
Alternative Commercial

Land Use	Units/Bldg. Sq. Ft.	Vacancy Rate [1]	Occupied Units/Bldg. Sq. Ft.	Persons per HH/Sq. Ft. per Employee [2] [3]	Population/ Employees	Persons Served Factor	Persons Served
	<u>a</u>	<u>b</u>	<u>c = a * (1 - b)</u>	<u>d</u>	<u>e</u>	<u>f</u>	<u>g = e * f</u>
Residential (Population)							
Owner-Occupied							
Low Density Residential (LDR)	483	5.6%	456	2.59	1,179	1.00	1,179
Medium Density Residential (MDR)	433	5.6%	409	2.59	1,057	1.00	1,057
Age-Restricted Low Density Residential (AR-LDR)	493	5.6%	465	1.80	837	1.00	837
Owner-Occupied Subtotal	1,409		1,330		3,073		3,073
Renter-Occupied							
High Density Residential (HDR)	417	5.6%	394	2.59	1,019	1.00	1,019
HDR Affordable Housing (HDR-AF) [3] [4]	203	5.6%	192	2.59	496	1.00	496
Renter-Occupied Subtotal	620		586		1,515	1.00	1,515
Residential Subtotal	2,029		1,916		4,588		4,588
Nonresidential (Employees)							
Community Commercial WB-40 (CC WB-40)	108,900	10.0%	98,010	450	218	0.50	109
Community Commercial WB-42 (CC WB-42)	157,905	10.0%	142,115	450	316	0.50	158
Subtotal	266,805		240,125		534		267
Total					5,122		4,855

"pplserv"

Source: Westpark Communities; California Department of Finance; Urban Land Institute; Costar; CBRE; Cornish & Carrey; Terranomics; EPS

- [1] Residential vacancy rate assumptions based on California Department of Finance 1/1/2015 estimate for Roseville, CA.
Nonresidential vacancy rates based on Costar data for Lincoln, CA retrieved 1/06/2015, CBRE Q3 2014, Cornish & Carrey Q3 2014; and Terranomics Q3 2014 market reports.
- [2] Persons per household for age-restricted based on Gruen + Associates Fiscal and Economic Impacts of San Juan Oaks Development dated September 2013.
Square feet per employee based on:
- ULI Business Park and Industrial Development Handbook (2001)
- Illustrated Book of Development Definitions
- [3] The persons per household for LDR, MDR, HDR, and HDR-AF is a weighted average of the assumptions provided by the City of Roseville given that the Phase 1 area, which is not being rezoned maintained a lower persons per household number originally.
- [4] Affordable units for low- and very-low income households.
- [5] Westbrook Land Use Plan will accommodate 162 affordable units from Westpark. The 162 affordable units from Westpark are not modeled as tax-exempt affordable units in this analysis because it is neutral to the City's overall fiscal impacts.

Table A-4
Westbrook Fiscal Impact Analysis
Land Use Assumptions

Proposed:
Alternative Commercial

Land Use	Estimated Assessed Value	Average Unit Size (Sq. Ft.)	Value per Sq. Ft.	Turnover Rate [1]
Residential				
Owner-Occupied [2]				
Low Density Residential (LDR)	\$480,000	2,900	\$166	14.3%
Medium Density Residential (MDR)	\$375,000	2,200	\$170	14.3%
Age-Restricted Low Density Residential (AR-LDR)	\$400,000	2,000	\$200	14.3%
Renter-Occupied				
High Density Residential (HDR) [3]	\$190,000	1,000	\$190	14.3%
HDR Affordable Housing (HDR-AF) [4]	\$0	1,000	\$0	14.3%
Nonresidential				
Community Commercial WB-40 (CC WB-40)	-	-	\$200	6.7%
Community Commercial WB-42 (CC WB-42)	-	-	\$200	6.7%

"lu_assumps"

Source: Westpark Communities; Gregory Group; CoStar; EPS.

- [1] Property turnover rate of once every 7 years for residential and once every 15 years for nonresidential based on EPS research.
 [2] Residential unit value assumptions informed by new home sales in Roseville, as reported by Gregory Group Q1 2015 data retrieved 6/02/2015. Projects with average lot sizes of 5,000 sq. ft. or larger are designated as LDR. Projects with average lot sizes less than 5,000 sq. ft. are designated as MDR for purposes of this analysis.
 [3] CoStar report of Multifamily Property Sales as of 5/26/2015 prepared by Seevers Jordan Ziegenmeyer.
 [4] Affordable units for low- and very-income are assumed to be constructed by a non-profit developer and will not produce assessed value.

Table B-1

Westbrook Fiscal Impact Analysis
Revenue-Estimating Procedures Based on City of Roseville FY 2015-16 Budget (2015\$)Proposed:
Alternative Commercial

General Fund Revenues	Estimating Procedure	Case Study Reference	FY 2015-16 Budgeted Revenues	Service Population	Revenue Multiplier
Taxes:					
Property Taxes					-
Property Tax In-Lieu of VLF	Case Study	Table B-3	\$27,650,700	N/A	-
Real Property Transfer Tax	Case Study	Table B-3	\$7,900,000	N/A	-
Property Tax In-Lieu of Sales Tax	Case Study	Table B-4	\$600,000	N/A	-
Sales Tax	Case Study	Table B-5	\$9,637,000	N/A	-
Prop. 172 Sales Tax	Case Study	Table B-5	\$43,574,000	N/A	-
Motor Vehicle In-Lieu	Case Study	Table B-5	\$1,018,000	N/A	-
Secured Tax ABX1 26-AB1484	[2]		\$52,000	N/A	-
Hotel/Motel Tax	[2]		\$300,000	N/A	-
Business License Tax	Persons Served		\$2,551,500	167,415	\$15.24
Miscellaneous Taxes	Persons Served		\$600,000	167,415	\$3.58
Franchise Fees	[1]		\$25	N/A	-
Licenses	Persons Served		\$2,083,200	167,415	\$12.44
Permits	[1]		\$50,000	N/A	-
Use of Money and Property	[1]		\$2,035,800	N/A	-
Fees for Current Services	[1,2]		\$572,036	N/A	-
Other Revenues	[1]		\$11,026,724	N/A	-
Revenues & Grants from Other Agencies	[1]		\$1,918,164	N/A	-
Electric Franchise Fees	[1,2]		\$775,029	N/A	-
Transfers In	Persons Served		\$5,937,021	167,415	\$35.46
Indirect Cost	[2]		\$3,515,388	N/A	-
	[2]		\$13,482,250	N/A	-
Subtotal General Fund Revenues			\$135,278,837		
Less Indirect Costs					
Less Offsetting Revenues	[3]		\$13,482,249	N/A	-
Net General Fund Operating Revenues	[4]		\$13,529,613	N/A	-
			\$108,266,975		

rev_pro

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

[1] This analysis assumes that all or part of these revenues are fully dedicated to specific General Fund departmental costs (Offsetting Revenues).

Because these revenues are budget-neutral and are not discretionary, they are not included in estimating discretionary Project revenues.

[2] Not expected to be affected by the Project and therefore no revenue multipliers are estimated in this analysis.

[3] Represents internal revenues for services to special enterprise funds; as such they are not estimated in this analysis.

Associated expenditures also are netted out of appropriate general fund depts. in Table C-1.

[4] Sum of offsetting revenues (footnote 1) dedicated to specific General Fund department functions. These revenues are budget neutral and are netted out of both total revenues and total costs. See Table C-1. Amounts exclude one-time grant revenues.

Table B-2
Westbrook Fiscal Impact Analysis
Estimated Project Revenues at Buildout (2015\$)

Proposed:
Alternative Commercial

General Fund Revenues	Source	Total (Rounded)	Percentage of Total
Taxes:			
Property Taxes	Table B-3	\$815,000	37.3%
Property Tax In-Lieu of VLF	Table B-3	\$310,000	14.2%
Real Property Transfer Tax	Table B-4	\$51,500	2.4%
Sales Tax	Table B-5	\$502,500	23.0%
Property Tax In-Lieu of Sales Tax	Table B-5	\$167,500	7.7%
Prop. 172 Sales Tax	Table B-5	\$16,000	0.7%
Hotel/Motel Tax	Table B-1	\$74,000	3.4%
Business License Tax	Table B-1	\$17,500	0.8%
Franchise Fees	Table B-1	\$60,500	2.8%
Electric Franchise Fees	Table B-1	\$172,000	7.9%
Subtotal General Fund Revenues		\$2,186,500	100.0%

"revenues"

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$500.

Table B-3
Westbrook Fiscal Impact Analysis
Estimated Property Tax Revenues (2015\$)

Proposed: Alternative Commercial			
Item	Assumptions	Formula	Buildout
1-Percent Property Tax			
Total Assessed Value of Project [1]		a	\$724,006,000
Property Tax Revenue (1% of Assessed Value)	1.00%	$b = a * 1.00\%$	\$7,240,060
Estimated Property Tax Allocation [2]			
City of Roseville	11.25%	$c = b * 11.25\%$	\$814,825
Other Agencies	88.75%	$d = b * 88.75\%$	\$6,425,235
Property Tax In Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)			
Total Citywide Assessed Value [3]		e	\$18,442,696,187
Total Assessed Value of Project		$f = a$	\$724,006,000
Total Assessed Value		$g = e + f$	\$19,166,702,187
Percent Change in AV		$h = f / e$	3.93%
Property Tax In Lieu of VLF [4]	\$7,900,000	$i = h * \$7,900,000$	\$310,131

"property_tax"

Source: City of Roseville FY 2015-16 Proposed Budget; Placer County Auditor-Controller; EPS.

[1] For assumptions and calculation of assessed value, refer to Table D-2.

[2] For assumptions and calculation of the estimated property tax allocation, refer to Table D-1.

[3] 2015-2016 Placer County Assessment Roll Values for City of Roseville.

Includes Citywide secured, unsecured, and homeowner exemption.

[4] Property tax in-lieu of VLF amount derived from the City of Roseville FY 2015-16 Proposed Budget. See Table B-1.

Table B-4
Westbrook Fiscal Impact Analysis
Real Property Transfer Tax (2015\$)

Proposed:
Alternative Commercial

Description	Source/ Assumption	Buildout
Assumptions		
Rate per \$1,000 of AV [1]	\$0.55	
Turnover Rate		
Owner-Occupied Homes	14.3%	
Renter-Occupied Homes	6.7%	
Non-residential	6.7%	
Assessed Value [2]		
Owner-Occupied Homes		\$591,415,000
Renter-Occupied Homes		\$79,230,000
Non-residential		\$53,361,000
Total Assessed Value		\$724,006,000
Annual Transfer Tax Revenue		
Owner-Occupied Homes		\$46,515
Renter-Occupied Homes		\$2,920
Non-residential		\$1,966
Total Annual Transfer Tax Revenue		\$51,401
Source: City of Roseville; EPS.		

"transfer_tax"

[1] Based on California Revenue and Taxation Code, §§ 11911-11929, which authorizes cities and counties to levy a real estate transfer tax at a rate of \$0.55 per \$1,000 value.

[2] Assessed Values (AV) derived in Table D-2.

Note that assessed values are expressed in 2015\$ and include no real AV growth.

Table B-5
Westbrook Fiscal Impact Analysis
Estimated Taxable Sales and Use Tax Revenue (2015\$)

Proposed:
Alternative Commercial

Item	Source/ Assumptions	Formula	Revenue
Estimated Annual Taxable Sales (Rounded)			
Annual Taxable Sales from New Market Support	Table B-5A		\$34,644,000
Net Annual Taxable Sales from Onsite Commercial Use	Table B-5B	a	\$39,655,284
Total Annual Taxable Sales			\$74,299,284
Less Sales Tax Revenue Sharing w/Placer County [1]	Table B-5B	$b = 11.5\% \text{ of on-site sales}$	(\$7,280,431)
Total Estimated Annual Taxable Sales (for City sales tax calculation)		$c = a + b$	\$67,018,854
Annual Sales Tax Revenue			
Bradley Burns Local Sales Tax Rate	1.0000%	d	
Less Annual Property Tax in Lieu of Sales Tax Rate [2]	(0.2500%)	e	
Total Bradley Burns Sales Tax Revenue	0.7500%	$f = 0.7500\% * c$	\$502,641
Annual Property Tax in Lieu of Sales Tax Revenue	0.2500%	$g = 0.2500\% * c$	\$167,547
City of Roseville Prop. 172 Public Sales Tax Revenue [3]	0.02385%	$h = 0.0239\% * c$	\$15,984

"sales tax"

Source: California State Board of Equalization; City of Roseville EPS.

[1] Tax Sharing Agreement includes sales tax revenue sharing at 11.5% of sales tax revenue from on-site sales.

[2] Based on Senate Bill 1096 as amended by Assembly Bill 2115 which states 1/4 of the 1 percent sales tax revenue (0.2500 percent) will be exchanged for an equal dollar amount of property tax revenue. When concluded, the full 1 percent sales tax will be restored.

[3] State Board of Equalization collects one-half cent sales tax revenue under Proposition 172. Based on estimated Citywide taxable sales, the City receives approximately 0.024% of the annual taxable sales (City 2013-14 Budget).

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Table B-5A
Westbrook Fiscal Impact Analysis
Estimated Annual Taxable Sales, Hybrid Market Support Method (2015\$)

Proposed:
Alternative Commercial

Item Description	Assumption	Buildout
<u>Taxable Retail Expenditures per Occupied Household [1]</u>		
Annual Taxable Sales from New Occupied Households		
Owner-Occupied		
Low Density Residential (LDR)	\$28,000	\$12,768,000
Medium Density Residential (MDR)	\$22,000	\$8,998,000
Age-Restricted Low Density Residential (AR-LDR)	\$24,000	\$11,160,000
Owner-Occupied Subtotal		\$32,926,000
Renter-Occupied		
High Density Residential (HDR)	\$17,000	\$6,698,000
HDR Affordable Housing (HDR-AF) [2]	\$15,000	\$2,880,000
Renter-Occupied Subtotal		\$9,578,000
Total		\$42,504,000
Taxable Sales from New Households		
Estimated City Capture from New Residents [3]	80%	
Taxable Sales Captured by the City		\$34,003,200
Estimated Taxable Sales inside Project Area [4]	50%	\$17,001,600
Estimated Taxable Sales outside Project Area [4]	50%	\$17,001,600
Annual Taxable Sales from New Employees		
New Employees	Table A-3	534
Average Daily Taxable Sales per New Employee	\$10.00	
Work Days per Year	240	
Total City Taxable Sales from New Employees		\$1,281,600
Adjusted City Taxable Sales from New Employees [5]		
Estimated Taxable Sales inside Project Area [4]	50%	\$640,800
Estimated Taxable Sales outside Project Area [4]	50%	\$320,400
	50%	\$320,400
Total Annual City Taxable Sales from Market Support		
Taxable City Sales inside Project Area		\$34,644,000
Taxable City Sales outside Project Area		\$17,322,000
		\$17,322,000

"sales_tax_a"

Source: BLS; Consumer Expenditure Survey; and EPS.

[1] See Table D-3. Rounded to the nearest \$1,000.

[2] Affordable units for low- and very-low income households.

[3] Total retail sales in the City exceeds residents' retail spending potential, indicating no sales leakage for Roseville, so this analysis assumes marginal leakage for the Project households' retail spending.

[4] EPS estimate of resident/employee spending split between retail stores in the Project and stores outside the Project.

[5] Discounted by 50% to avoid double-counting employees who are also residents and to account for taxable sales from new employees that occur outside the City.

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Table B-5B
Westbrook Fiscal Impact Analysis
Estimated Annual Taxable Sales Generated from On-site Nonresidential (2015\$)

Proposed:
Alt. Commercial

On-Site Commercial Development		Formula	Buildout
Community Commercial WB-40 (CC WB-40)			
Taxable Sales per Sq. Ft. [1]	\$349	a	
Building Sq. Ft.		b	98,010
Subtotal, Annual Taxable Sales		$c = a * b$	\$34,185,888
Community Commercial WB-42 (CC WB-42)			
Taxable Sales per Sq. Ft. [1]	\$205	d	
Building Sq. Ft.		e	142,115
Subtotal, Annual Taxable Sales		$f = d * e$	\$29,122,206
Annual Taxable Sales from On-Site Commercial Dev. [2]		$g = c + f$	\$63,308,094
<i>Less On-Site Market Support [3]</i>		h	<i>\$17,322,000</i>
Subtotal Annual Sales less Market Support		$i = g - h$	\$45,986,094
<i>Less Shift of Sales from Existing Retail Stores to the Project [4]</i>	10%	$j = g * 0.1$	<i>\$6,330,809</i>
Net Annual On-Site Taxable Sales		$k = i - j$	\$39,655,284

"sales_tax_b"

Source: Urban Land Institute & ICSC, *Dollars & Cents of Shopping Centers/The SCORE 2006*; BOE; and EPS.

- [1] Represents the percentage of total annual sales subject to sales tax. Based on a weighted average of sales per square foot for U.S. regional and neighborhood shopping centers in the West, as identified in the ULI's *Dollars & Cents of Shopping Centers Handbook* and taxable sales information from the State of California's Board of Equalization.

Retail Type	Annual Gross Sales per Sq. Ft.	Taxable Retail Sales Factor	Taxable Sales per Sq. Ft.
CC WB-40	\$436	80%	\$349
CC WB-42	\$436	47%	\$205

- [2] Refers to new sales in the Project from customers other than new Project residents and employees. This total gross amount is subject to sales tax sharing with Placer County per the approved tax sharing agreement.
- [3] Derived in Table B-5A.
- [4] Represents a discount factor to account for taxable sales transactions that may shift from existing City retail centers to those inside the Project based on a preliminary review of existing retail demand and supply. This assumption is consistent with the factor that was used in the fiscal analysis when the Westbrook project was annexed into the City.

Table B-6
Westbrook Fiscal Impact Analysis
Summary of Estimated Special Tax/Assessment District Revenues

Proposed:
Alt. Commercial

Assessment	Source	Amount
CFD No. 3	Table B-7	\$565,056
Total Special Tax/Assessment Revenue		\$565,056

"summ_tax"

Source: City of Roseville; EPS.

Proposed:
Alt. Commercial

Table B-7
Westbrook Fiscal Impact Analysis
Est. Special Tax/Assessment District Revenues (CFD No. 3) [1]

Land Use	Special Tax/Assessment Revenues			Total
	Rate [2]	Units/ Acres		
Residential Land Uses				
Low Density Residential (LDR) [3]	<i>per unit</i> \$390	<i>units</i> 976		\$380,972
Medium Density Residential (MDR)	\$228	433		\$98,841
High Density Residential (HDR)	\$114	417		\$47,596
HDR Affordable Housing (HDR-AF) [4]	\$57	203		\$11,585
Residential Subtotal		2,029		\$538,994
Nonresidential				
Community Commercial WB-40 (CC WB-40)	<i>per acre</i> \$1,064	<i>acres</i> 10.0		\$10,637
Community Commercial WB-42 (CC WB-42)	\$1,064	14.5		\$15,424
Nonresidential Subtotal		24.5		\$26,062
Total Developable Land Uses				\$565,056

"CFD_3"

Source: City of Roseville; and EPS.

- [1] Funds operating costs for Police, Fire, and Library services. Rates have an annual adjustment factor equal to the lesser of the combined percent increase (if any) in the City of Roseville General Fund Operating Budget for police and fire services or 4 percent.
- [2] From Westbrook CFD No. 3.
- [3] Includes 493 LDR Age-Restricted units in the proposed plan.
- [4] Affordable units for low- and very-low income households.

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Table C-1
Westbrook Fiscal Impact Analysis
Expenditure-Estimating Procedures Based on City of Roseville FY 2015-16 Budget

Proposed:
Alternative Commercial

Item	Estimating Procedure	FY 2015-16 Budgeted Expenditures	Less Offsetting Revenue [1]	Indirect Costs [2]	FY 2015-16 Net City Expenditures	Population or Persons Served	FY 2015-16 Average Cost	Adjustment Factor [3]	FY 2015-16 Net Average Cost
General Fund Expenditures [5]									
City Council	Persons Served	\$413,055	\$0	\$200,159	\$212,896	167,415	\$1.27	75%	\$0.95
City Manager	Persons Served	\$1,077,408	\$0	\$260,849	\$816,559	167,415	\$4.88	75%	\$3.66
Development & Operations	Persons Served	\$781,963	\$0	\$310,973	\$470,990	167,415	\$2.81	75%	\$2.11
Public Affairs & Communications	Persons Served	\$599,489	\$0	\$297,722	\$301,767	167,415	\$1.80	75%	\$1.35
City Attorney	Persons Served	\$1,826,878	\$400	\$306,753	\$1,519,725	167,415	\$9.08	75%	\$6.81
Human Resources	Persons Served	\$1,931,973	\$0	\$832,603	\$1,099,370	167,415	\$6.57	75%	\$4.93
Information Technology	Persons Served	\$7,168,677	\$191,000	\$2,421,489	\$4,556,188	167,415	\$27.21	75%	\$20.41
City Clerk	Persons Served	\$919,304	\$67,600	\$227,724	\$623,980	167,415	\$3.73	75%	\$2.80
Central Services	Persons Served	\$4,564,402	\$0	\$1,727,551	\$2,836,851	167,415	\$16.95	75%	\$12.71
Finance	Persons Served	\$7,331,450	\$1,259,750	\$6,262,830	\$0	167,415	\$0.00	75%	\$0.00
Economic Development & Housing	Persons Served	\$907,403	\$60,000	\$477,791	\$369,612	167,415	\$2.21	75%	\$1.66
Development Services	Persons Served	\$7,922,354	\$4,439,575	\$0	\$3,482,779	167,415	\$20.80	100%	\$20.80
Public Works	Persons Served	\$6,382,380	\$166,650	\$64,160	\$6,151,570	167,415	\$36.74	100%	\$36.74
Police	Persons Served	\$33,402,198	\$616,581	\$0	\$32,785,617	167,415	\$195.83	100%	\$195.83
Fire	Persons Served	\$27,024,682	\$990,644	\$45,241	\$25,988,797	167,415	\$155.24	100%	\$155.24
Parks, Recreation & Libraries	Per Capita	\$20,417,664	\$5,737,413	\$46,403	\$14,633,848	128,382	\$113.99	100%	\$113.99
Annexation Payments	[4]	\$3,650,000	\$0	\$0	\$3,650,000	N/A	N/A	N/A	N/A
Automotive Replacement	[4]	\$0	\$0	\$0	\$0	N/A	N/A	N/A	N/A
Post-Retirement Insurance/Accrual	[4]	\$4,772,461	\$0	\$0	\$4,772,461	N/A	N/A	N/A	N/A
Galleria Lease Payment	[4]	\$567,619	\$0	\$0	\$567,619	N/A	N/A	N/A	N/A
Payback for Workers' Compensation Funding Holiday	[4]	\$0	\$0	\$0	\$0	N/A	N/A	N/A	N/A
Payback for General Liability Funding Holiday	[4]	\$0	\$0	\$0	\$0	N/A	N/A	N/A	N/A
City Special Assessments	[4]	\$81,986	\$0	\$0	\$81,986	N/A	N/A	N/A	N/A
General Fund Contingency - Materials, Services & Supplies	[4]	\$1,400,000	\$0	\$0	\$1,400,000	N/A	N/A	N/A	N/A
Total Annual General Fund Expenditures [6]		\$133,143,346	\$13,529,613	\$13,482,249	\$106,322,614		\$599.11		\$579.98

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

- [1] Represents departmental revenues identified for specific General Fund department functions in the City's fiscal budget.
 [2] General Fund revenues and associated costs for services to special enterprise funds are not estimated in this analysis; as such they are netted out of total City costs.
 Note - Because building use costs could not be assigned to any one dept., EPS allocated them to all departments based on each department's share of other indirect costs.
 [3] Adjustment factor recognizes some department cost are fixed.
 [4] Not expected to be affected by the Project and is not evaluated in this analysis.
 [5] Any department with a negative net cost is estimated to have a zero net cost for fiscal impact analysis purposes.
 [6] May not tie out with the budget because of rounding.

exp. pro

Table C-2
Westbrook Fiscal Impact Analysis
Estimated Annual Project Expenditures (2015\$)

Table C-2

Westbrook Fiscal Impact Analysis

Estimated Annual Project Expenditures (2015\$)

Proposed:

Alternative Commercial

Expenditures	Source	Total at Buildout	
		Total (Rounded)	Percentage of Total
General Fund			
City Council	Table C-1	\$4,500	0.2%
City Manager	Table C-1	\$18,000	0.6%
Development & Operations	Table C-1	\$10,000	0.4%
Public Affairs & Communications	Table C-1	\$6,500	0.2%
City Attorney	Table C-1	\$33,000	1.2%
Human Resources	Table C-1	\$24,000	0.9%
Information Technology	Table C-1	\$99,000	3.6%
City Clerk	Table C-1	\$13,500	0.5%
Central Services	Table C-1	\$61,500	2.2%
Finance	Table C-1	\$0	0.0%
Economic Development & Housing	Table C-1	\$8,000	0.3%
Development Services	Table C-1	\$101,000	3.6%
Public Works	Table C-1	\$178,500	6.4%
Police	Table C-1	\$951,000	34.1%
Fire	Table C-1	\$753,500	27.1%
Parks, Recreation & Libraries	Table C-1	\$523,000	18.8%
Total Annual General Fund Expenditures		\$2,785,000	100.0%

"expenditures"

Source: City of Roseville FY 2015-16 Adopted Budget; EPS.

Note: Values are rounded to the nearest \$500.

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Table D-1
Westbrook Fiscal Impact Analysis
Property Tax Allocation

Proposed:
Alternative Commercial

Taxing District	Pre-ERAF Distribution [1]				Post ERAF Distribution
	TRA005-070 [2]	TRA 005-071 [3]	Weighted Average	ERAF Shift	
Assessed Value [4]	\$199,485,000	\$524,521,000			
Percent of Assessed Value	27.6%	72.4%			
Tax Allocations Relevant for Analysis					
Total to City	0.24458%	0.41553%	0.36843%	19.9186%	0.2950%
City of Roseville Share					0.1125%
Placer County Share					0.1825%
Other Funds					
County General	0.00000%	0.00000%	0.00000%	33.33460%	0.0000%
Roseville Cemetery	0.00574%	0.00972%	0.00862%	10.90760%	0.0077%
Placer County Resource Conservation	0.00043%	0.00072%	0.00064%	10.68770%	0.0006%
Roseville City Elem M&O	-	0.23420%	0.16967%	-	0.1697%
Roseville High M&O	-	0.21948%	0.15900%	-	0.1590%
Sierra College M&O	0.04647%	0.07899%	0.07003%	-	0.0700%
Superintendent of Schools	0.00613%	0.03902%	0.02996%	-	0.0300%
Placer County Water Agency M&O	0.00137%	0.00235%	0.00208%	0.34700%	0.0021%
Center Jt Unif M&O	0.69529%	-	0.19157%	-	0.1916%
Subtotal Other Funds	0.75542%	0.58447%	0.63157%	55.27690%	0.6306%
Educational Revenue Augmentation Fund (ERAF)	-	-	-	-	0.0744%
Total Property Tax Rates	1.00000%	1.00000%	1.00000%		1.2950%

Source: Placer County Auditor-Controller; EPS.

[1] Represents the percentage allocation of the 1% ad valorem property tax by Tax Rate Area (TRA). ERAF is the Educational Revenue Augmentation Fund.
[2] Includes the following APNs: 496-100-001; -004; -005; -006; -007; -008; -009; -010; -011.

[3] Includes the following APNs: 496-100-012-000; -013; -014; -015.

[4] From Table D-2.

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Table D-2
Westbrook Fiscal Impact Analysis
Estimated Assessed Valuation (2015\$)

Proposed:
Alternative Commercial

Item	Assessed Value	Center Unified		Roseville City Unified		Total
		Units / Sq. Ft.	Assessed Value	Units / Sq. Ft.	Assessed Value	
Residential	Per Unit	Units				
Owner-Occupied						
Low Density Residential (LDR)	\$480,000	0	\$0	483	\$231,840,000	483 \$231,840,000
Medium Density Residential (MDR)	\$375,000	221	\$82,875,000	212	\$79,500,000	433 \$162,375,000
Age-Restricted Low Density Residential (AR-LDR)	\$400,000	39	\$15,600,000	454	\$181,600,000	493 \$197,200,000
Owner-Occupied Subtotal		260	\$98,475,000	1,149	\$492,940,000	1,409 \$591,415,000
Renter-Occupied						
High Density Residential (HDR)	\$190,000	417	\$79,230,000	0	\$0	417 \$79,230,000
HDR Affordable Housing (HDR-AF) [2]	\$0	203	\$0	0	\$0	203 \$0
Renter-Occupied Subtotal		620	\$79,230,000	0	\$0	620 \$79,230,000
Residential Subtotal		880	\$177,705,000	1,149	\$492,940,000	2,029 \$670,645,000
Nonresidential	Per Bldg, Sq. Ft.	Bldg, Sq. Ft.				
Community Commercial WB-40 (CC WB-40)	\$200	108,900	\$21,780,000	0	\$0	108,900 \$21,780,000
Community Commercial WB-42 (CC WB-42)	\$200	0	\$0	157,905	\$31,581,000	157,905 \$31,581,000
Nonresidential Subtotal		108,900	\$21,780,000	157,905	\$31,581,000	266,805 \$53,361,000
Total Assessed Value			\$199,485,000		\$524,521,000	\$724,006,000

"av_base"

Source: Westpark Communities; The Gregory Group; EPS.

[1] Note that assessed values (AV)s are expressed in 2015\$ and include no real AV growth.

[2] Affordable units for low- and very-income are assumed to be constructed by a non-profit developer and will not produce assessed value.

Table D-3
Westbrook Fiscal Impact Analysis
Estimated Project Household Incomes (2015\$)

Proposed: Alternative Commercial							
Residential Unit Type	Dwelling Units	Occupied Units (Households) [1]	Estimated Unit Value [2]	Estimated Annual Housing Costs [3]	Estimated Household Income (Rounded) [4]	Taxable Expenditures as a % of Income [5]	Average Annual Household Taxable Retail Exp. (Rounded) [6]
Owner Occupied							
Low Density Residential (LDR)	483	456	\$480,000	<u>Annual Mortgage</u> \$34,337	\$114,000	24%	\$28,000
Medium Density Residential (MDR)	433	409	\$375,000	\$26,826	\$89,000	25%	\$22,000
Age-Restricted Low Density Residential (AR-LDR)	493	465	\$400,000	\$28,614	\$95,000	25%	\$24,000
Renter Occupied							
High Density Residential (HDR)	417	394	<u>Monthly Rent</u> \$1,500	<u>Annual Rent [8]</u> \$18,000	\$60,000	29%	\$17,000
HDR Affordable Housing (HDR-AF) [7]	203	192	\$1,175	\$14,100	\$47,000	32%	\$15,000
Total/Weighted Average Value	2,029	1,916	\$291,790	\$25,960	\$86,000	-	\$22,000

hh_income

Source: The Gregory Group; Bureau of Labor Statistics (BLS), Consumer Expenditure Survey; US Census Bureau, QuickFacts; and Economic & Planning Systems.

[1] Assumes a 5.6% average vacancy rate based on California DOF Table 2: E-5 City/County Population and Housing Estimates, 1/1/2014.

[2] Residential unit value assumptions informed by new home sales in Roseville, as reported by The Gregory Group Q1 2015. Data retrieved June 2015.

LDR comparables include properties with lot sizes greater than 5,000 sq. ft.

MDR comparables include properties with lot sizes less than 5,000 sq. ft.

[3] Housing costs of owner-occupied units are based on a 5.0% 30-year fixed-rate mortgage with a 20% down payment and 2% annual taxes and insurance.

[4] Assumes 30% of income is dedicated to housing costs (mortgage, taxes, and insurance) or rent payments. Incomes rounded to nearest \$1,000.

[5] Taxable expenditures as a percentage of income derived from the BLS Consumer Expenditure Survey.

[6] Average retail expenditures per household used to estimate annual sales tax revenues, as shown in Table B-5A.

[7] HDR-AF annual rent is 30 percent of estimated household income, which is 65 percent (average of low- and very-low income) of Placer County's median household income of \$73,000.



ADDENDUM TO THE WESTBROOK SPECIFIC PLAN AMENDMENT TO THE SIERRA VISTA SPECIFIC PLAN MITIGATED NEGATIVE DECLARATION (2008032115, ADOPTED ON JUNE 25, 2012)

Project Title/File Number:	Westbrook Phase 2 and 3, PL13-0318
Project Location:	3200 Pleasant Grove Boulevard
Project Description:	The project includes General Plan, Specific Plan, and Development Agreement Amendments, a Rezone, and both a Large and Small Lot Tentative Subdivision Map in order to reconfigure and redesignate land uses and infrastructure within an approximately 240-acre area and create 582 single-family lots (including 493 age-restricted lots).
Project Applicant:	Ryan O'Keefe, Westpark Communities
Property Owner:	Jeff Jones, Westpark S.V. 400, LLC
Lead Agency Contact:	Lauren Hocker, Associate Planner (916) 774-5272

An Addendum to a previously certified and adopted negative declaration 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.

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PROJECT DESCRIPTION

Project Location

The project address is 3200 Pleasant Grove Boulevard, within the northwestern portion of the Sierra Vista Specific Plan (SVSP), south of Pleasant Grove Boulevard and west of Westbrook Boulevard (see Figure 1).

Background

The SVSP was approved on May 20, 2010 (File #2007PL-044). A Final Environmental Impact Report (FEIR) was certified and a Mitigation Monitoring Program was adopted with the SVSP. The plan area includes 2,064 acres west of Fiddymont Road and north of Baseline Road. Along with a mix of other land uses, the SVSP included approximately 432 acres of Urban Reserve. While no specific development was proposed for the Urban Reserve portion at the time, it was assumed for the purposes of the program-level EIR analysis that the land would ultimately develop with a mix and density of land uses similar to that of the rest of the Specific Plan.

Figure 1: Project Location



In June 2012 (File #2011PL-043) most of the Urban Reserve portion of the SVSP was amended to show proposed land uses, including 2,029 dwelling units, 36.5 acres of Community Commercial, 11.1 acres of Public/Quasi-Public, 15.5 acres of Neighborhood Parks, and 36.6 acres of Open Space. This project was called the Westbrook Specific Plan Amendment (hereinafter referred to as the Westbrook SPA). A Mitigated Negative Declaration (MND) was prepared and adopted for the project-level Westbrook SPA analysis, which tiered from the program-level FEIR analysis prepared for the Specific Plan. The proposed project lies within the area covered by the MND.

Environmental Setting

The project site is undeveloped, and is dominated by relatively flat topography supporting annual grasslands. There are no structures on the property. An intermittent drainage channel traverses a portion of the property and there are also seasonal depressions and other features; these features were delineated as wetlands. No native oak trees or other trees are present on the site, as the area has historically been grazed and maintained. Some grading has also taken place on the site, consistent with prior approvals and permits discussed in the Background section.

The western edge of the project site is coincident with the City boundary, beyond which is agricultural land within unincorporated Placer County. Land to the north of the site across Pleasant Grove Boulevard is within the WRSP, and is actively under construction with single-family homes. Land to the east is within the SVSP and is also actively under construction with single-family homes, with the construction including the extension of Westbrook Boulevard along the boundary of the project. Land to the south of the project is within the SVSP and is similar to the project area itself, consisting of undeveloped property supporting annual grasslands.

Proposed Project

General Plan Amendment – The project includes a General Plan Amendment to reconfigure the land use designations of 240.4 acres of land. The type of existing land uses, which are Low Density Residential (LDR), Medium Density Residential (MDR), High Density Residential (HDR), Community Commercial (CC), Parks and Recreation (PR), and Public/Quasi-Public (P/QP) will remain unchanged. The proposed changes will affect the number of acres and location of these land use types. The applicant also proposes to eliminate the segment of future Silver Spruce Drive between Pleasant Grove Boulevard and Solaire Drive from the General Plan Land Use Map. The roadway network is shown as background on most of the Figures within the General Plan, so the project includes updates to all of the affected General Plan Figures. The project also includes minor changes to the Land Use Element, to reflect the land use changes of the project, and to the Circulation Element, to reflect deletion of the Silver Spruce segment and to reflect a roadway name change which was previously approved (Mountain Glen to Solaire). Exhibit B is the proposed General Plan Amendment figure and Exhibit C is the proposed change pages for the General Plan.

Development Agreement Amendment, WRSP – The project includes an amendment to the “Development Agreement By and Between the City of Roseville and West Roseville, LLC, as Assignee of PL Roseville, LP Relative to the West Roseville Specific Plan” (hereinafter Westpark Development Agreement) to address the transfer of a 162-unit affordable housing obligation into the SVSP. There are six Amendments to the Development Agreement; this proposed Amendment is the seventh. The proposed Amendment is included as Exhibit D.

Development Agreement Amendment, SVSP – The project includes amendments to the “Development Agreement by and Between the City of Roseville and Westpark S.V. 400, LLC Relative to the Sierra Vista Specific Plan,” (hereinafter Westbrook Development Agreement) which address the fees due for the Active Adult LDR uses, the proposed transfer of a 162-unit affordable housing obligation from the WRSP into the SVSP, proposed changes to the type of affordable housing (e.g. Low Income Rental), and other items. This is the first amendment to this Development Agreement. The proposed Amendment is included as Exhibit E.

Sierra Vista Specific Plan Amendment – The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment. The Specific Plan Amendment also includes changes to the SVSP Affordable Housing Plan, to reflect the proposed transfer of a 162-unit affordable housing obligation from the WRSP Parcel W-16 into SVSP Parcels WB-30 and WB-32, and to reflect proposed changes to the type of affordable housing. The roadway network is shown as background on most of the Figures within the SVSP, so the project also includes updates to all of the SVSP Figures. Exhibit B is the proposed Specific Plan Amendment figure and Exhibit F is the proposed change pages for the text and exhibits of the Specific Plan.

West Roseville Specific Plan Amendment – As above, the project includes an Amendment to the WRSP Affordable Housing Plan, in order to reflect the proposed transfer of a 162-unit affordable housing obligation from the WRSP into the SVSP. Exhibit G is the proposed change pages for the Specific Plan.

Rezone – The project includes the Rezone of land consistent with the proposed Specific Plan and General Plan land use designations. Parcels with land use designations of LDR or MDR have a zoning designation of Small Lot Residential/Development Standard District (RS/DS). HDR parcels have a zoning designation of Attached Housing District (R3). Most of the CC parcels also have a zoning designation of Community Commercial District (CC), except one. The only change unique to the Rezone is the deletion of a zoning designation from the project. The CC property on the northeastern corner of Pleasant Grove Blvd and Santucci Blvd has a Commercial Mixed Use/Special Area District (CMU/SA) zoning designation, which allows a mix of residential and commercial uses. This commercial parcel is being deleted from the proposal, so there will no longer be any parcels with the CMU/SA zoning designation within the project boundary. The PR and P/QP parcels also have corresponding zoning designations of Parks and Recreation District (PR) and Public/Quasi-Public District (P/QP). Exhibit H is the proposed Rezone figure.

Large Lot Tentative Subdivision Map – As part of the process of reconfiguring the land uses, the applicant is proposing a Large Lot Tentative Subdivision Map which would shift the boundaries of some existing large lots, merge and subdivide three large lots (WB-33, WB-40, and WB-43), and further subdivide three large lots (WB-1, WB-2, and WB-3). In the case of the subdivided large lots, these are being configured to support the phasing of the proposed small lot map (see below). In total, the Large Lot Tentative Map reconfigures, merges, and subdivides 16 existing residential and commercial lots and results in 17 residential and commercial lots. The Large Lot Map also involves two Public/Quasi-Public lots, two Parks and Recreation lots, eight paseo lots, and twelve landscape corridor lots, resulting in a total of 41 lots. The Large Lot Map is included as Exhibit I.

Small Lot Tentative Subdivision Map – The proposed Small Lot Tentative Subdivision Map includes 124.6 acres of the overall 240.1-acre project area, and includes 582 single-family lots (493 of which would be age-restricted product), a recreation center (Lot A), nine landscape corridor lots, seven paseo lots, five landscape lots, and 18 Homeowner's Association lots. The Small Lot Map is included as Exhibit J, and the attached details to the Small Lot Map are included as Exhibits K–N.

PURPOSE AND SCOPE OF ADDENDUM

As discussed in the Background section, development of the project area was covered by an MND adopted on June 25, 2012, which itself tiered from the EIR for the SVSP approved and adopted on May 20, 2010. For this reason, the MND and this Addendum both reference the SVSP EIR. A copy of the SVSP EIR is available for review within the Planning Division at 311 Vernon Street, Roseville, CA and is also available online at www.roseville.ca.us (selecting Planning from the Departments dropdown, the Specific Plans and Planning Areas link, 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 buildout 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 EIR identified project-specific mitigation for the specific plan and program-level mitigation for the Urban Reserve, which were adopted by the City and incorporated into the SVSP. Subsequently, the applicant brought forward a specific development proposal for the Urban Reserve area, for which the MND was prepared (the MND is included at the end of this Addendum). The MND found that the program level EIR analysis for the SVSP was sufficient to cover most impacts of the Westbrook SPA, except for the following list of impacts where additional or more detailed project-level analysis was provided in the MND:

- Air quality and Greenhouse Gases: A technical study was prepared by Ascent Environmental to assess the construction and operational emissions which the Westbrook SPA would generate.
- Biological Resources: A technical study was prepared by Gibson and Skordal to update and refine the analysis which had been provided for the EIR.
- Noise: A technical study was prepared by J.C. Brennan, Acoustical Engineers, to assess the noise impacts of the Westbrook SPA.
- Transportation and Traffic: A technical study was prepared by Fehr and Peers to examine the impacts of the Westbrook SPA on the City's roadway and circulation network.
- Water: A Water Supply Assessment was prepared to assess the water demands of the Westbrook SPA.
- Wastewater and Solid Waste: Updated data was developed by the City to determine the wastewater and solid waste generation of the project.

The analyses below rely on the MND analysis with minor supplements or technical updates where appropriate. Most of the project impacts remain identical to the impacts of the Westbrook SPA, because the proposed project changes the location and balance of land uses, but requires the same grading and development as the existing approved land uses. 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, 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; or (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; or (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.

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a. Have a substantial adverse effect on a scenic vista?	Page 10	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. Substantially degrade the existing visual character or quality of the site and its surroundings?	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	None
Discussion: The primary aesthetic disruption is due to grading and development of the site, which converts the landscape from a natural setting with vegetation to an urbanized area. This impact was already a consequence of the Westbrook SPA analyzed in the MND, and would not be changed by the proposed project. The MND indicates the impact was covered in the EIR. The Findings of Fact for the CEQA Implementing Procedures (discussed in the MND) indicate that compliance with the Zoning Ordinance (e.g. building height, setbacks, etc), Subdivision Ordinance (RMC Ch. 18), Community Design Guidelines (Resolution 95-347), and applicable Specific Plan Policies and/or Specific Plan Design Guidelines will prevent significant impacts related to construction of buildings in urban settings. Mitigation Measures: None required.					

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?	Page 11	No	No	No	Yes
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: The MND concluded the Westbrook SPA would convert fallow grazing land to urbanized development, which was already covered in the EIR. The proposed project will result in the same impact, as it falls within the development footprint of the Westbrook SPA. Mitigation Measures: 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 and 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) Conflict with or obstruct implementation of the applicable air quality plan?	Page 14	No	No	No	None
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Same	No	No	No	Yes
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	Same	No	No	No	Yes
d) Expose sensitive receptors to substantial pollutant concentrations?	Same	No	No	No	None
e) Create objectionable odors affecting a substantial number of people?	Same	No	No	No	None
f) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Same	No	No	No	Yes
g) 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 MND, relying on a technical study prepared by Ascent Environmental, concluded the Westbrook SPA would generate emissions above Placer County Air Pollution Control District thresholds during construction and operation. It was concluded 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. However, the impact fell within the scope of impacts anticipated in the EIR. For operational impacts, the emissions were found to be significant and requiring mitigation, but again fell within the scope of the impacts and mitigation already established in the EIR. The same Ascent Environmental technical study also examined greenhouse gas emissions, reporting both construction and operational emissions in					

terms of total emissions and by service population (an efficiency metric). It was concluded that impacts would be significant, but that the impacts fell within the scope anticipated in the EIR.

The proposed construction impacts of the project fall within the scope of the MND analysis, as the project falls within the development footprint of the Westbrook SPA. In terms of operational impacts, the proposed project changes the balance of land uses in the area, but not in a manner which would increase emissions. The proposal is converting land uses with a higher trip generation rate to uses with a lower rate. The bulk of the proposed changes involve replacing standard single-family residential uses and some commercial uses with age-restricted housing. The Institute of Transportation Engineers (8th Edition) indicates an age-restricted housing trip rate of 3.71 daily trips per household, while the single-family housing trip rate used in the MND was 9 daily trips and the commercial (retail) rate was 35 daily trips. Thus, the project will result in a substantial reduction in vehicle trips as compared to the Westbrook SPA project, which will correspond to a reduction in emissions. The impacts of the project fall well within the scope of impacts examined in the MND.

Mitigation Measures: Mitigation Measures 4.4-1 (construction emissions), 4.5-1 (operational emissions), 4.5-2 (greenhouse gas emissions) from the EIR were found to be applicable to the Westbrook SPA in the MND. These measures 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?	Page 20	No	No	No	Yes
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Page 19	No	No	No	Yes
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Page 19	No	No	No	Yes
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?	Page 20	No	No	No	Yes
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Page 18	No	No	No	None

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Page 18	No	No	No	None
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Discussion: The MND included a technical report by Gibson and Skordal to update the wetland delineation, special status species assessment, and other technical work which had been completed for the EIR and to include any needed project-specific documentation. It was concluded that there were no new species impacts, as the listing status of relevant species had not changed and there were no new habitats being affected. The proposed project impacts the same areas as the Westbrook SPA, so likewise does not change the habitat impacts. For the proposed project, the species list was examined by staff to ensure that listing status had not changed in a manner that would change impacts or permit requirements (e.g. status change from “species of concern” to “Threatened”). Species impacts for the proposed project are the same as those described in the MND, which concluded that mitigation from the EIR would be sufficient to reduce impacts to less than significant levels.

The MND also reviewed the wetland impacts of the Westbrook SPA, concluding that a total of approximately 34 acres of wetlands would be impacted. The proposed project falls within the development footprint of the Westbrook SPA, and given the last several years of drought conditions, wetland extent will not have increased since the prior analysis. Wetland impacts for the proposed project are the same as those described in the MND, which concluded that mitigation from the EIR would be sufficient to reduce impacts to less than significant levels.

For the Westbrook SPA, the MND concluded that the measures included in the EIR were sufficient to avoid impacts to migratory species or migration corridors and that the project would not conflict with any local policies or ordinances protecting species, such as a tree ordinance (there are no oak trees on the site). There are also no Habitat Conservation or other plans applicable to the project area. The impacts of the project related to these items is the same as described in the MND, which concluded that mitigation from the EIR would be sufficient to reduce impacts to less than significant levels.

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), 4.8-8 (off-site surveys for infrastructure), and 4.14-3 (avoid light spill into Curry Creek open space) were found to be applicable to the Westbrook SPA. Not all of these measures are applicable to the proposed project, as the project covers a specific and smaller area within the Westbrook SPA 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 MM4.8-3 dealing with bird species which nest in Curry Creek marsh habitat, and MM4.14-3 to avoid light spillage into Curry Creek. The remaining measures are applicable to the proposed project.

V. Cultural, Archeological, or Paleontological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource as defined in Section 15064.5?	Page 21	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	Yes
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Same	No	No	No	Yes
d) Disturb any human remains, including those interred outside of formal cemeteries?	Same	No	No	No	Yes
Discussion: The MND 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. Mitigation Measures: Mitigation Measure 4.9-1 (cease work and consult in with archeologist) and 4.9-2 (cease work and consult with paleontologist) remain applicable to the proposed project.					

VI. Geology and Soils

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	Page 23	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
Discussion: The MND indicated that compliance with existing regulations and permit requirements would be sufficient to avoid impacts related to these issues. This conclusion remains appropriate for this Project. Mitigation Measures: None required.					

VII. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Page 25	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	Yes
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within on-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 for people residing or working in the project area?	Same	No	No	No	None
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?	Same	No	No	No	None
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Same	No	No	No	None
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Same	No	No	No	None

Discussion: The MND 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 MND analysis also found that there would be sufficient emergency services and facilities, as identified and planned in the EIR, 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 and contains the same types of uses.

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.

Mitigation Measures: The MND 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.

VIII. 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?	Page 27	No	No	No	None
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	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, in a manner which would result in substantial erosion or siltation on or off-site?	Same	No	No	No	None
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?	Same	No	No	No	None
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?	Same	No	No	No	Yes

f) Otherwise substantially degrade water quality?	Same	No	No	No	None
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Same	No	No	No	None
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	Same	No	No	No	None
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Same	No	No	No	None
j) Inundation by seiche, tsunami, or mudflow?	Same	No	No	No	None

Discussion: A Drainage and Stormwater Master Plan was prepared and approved by the City as part of the SVSP EIR. The MND notes that an Amendment of the study was prepared. As noted in the MND and EIR, the Drainage and Stormwater Master Plan demonstrated that the increases in impervious surfaces being caused by buildout of the SVSP, including the Westbrook SPA area, would be offset by proposed drainage facilities and stormwater 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 stormwater quality, the MND 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 Westbrook SPA, and includes the same types of land uses (residential, commercial, etc), so falls within the scope of the impacts previously analyzed in the EIR and MND. A minor technical update to the Drainage and Stormwater Master Plan was prepared by the applicant and approved by City Engineering, to determine whether a previously identified basin would still be required in order to complete the project, or whether there was sufficient available capacity within other stormwater detention/retention facilities. It was concluded in the report, and City Engineering concurred, that the basin would not be required.

Mitigation Measures: Mitigation Measure 4.13-1 was included to require compliance with the City's stormwater quality standards, including preparation of a Stormwater Pollution Prevention Plan. This measure remains applicable to the proposed project.

IX. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	Page 29	No	No	No	None
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Same	No	No	No	Yes
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	Same	No	No	No	None

Discussion: The MND and 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, and construction noise, and commercial land use noise. Note that overflight noise is a potential nuisance discussion requiring disclosure; 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 MND concluded that all impacts of the Westbrook SPA could be reduced to less than significant levels with mitigation. As the project involves the same use types within the same development footprint, these conclusions remain appropriate for the proposed project.

Mitigation Measures: Mitigation Measure 4.1-3 (McClellan overflight disclosure), 4.6-1 (construction noise) and 4.6-2 (commercial noise controls), as well as WMM 4.1-2 (agricultural disclosure) were applied in the MND. The two measures regarding disclosure ensure that people purchasing property within the project areas which could be affected by overflight noise or agricultural activities are aware of these potential affects. The disclosure measures are 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. Such a condition was included in the Westbrook SPA, and has also been included in the draft staff report conditions for the proposed project, 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.

X. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Page 31	No	No	No	None
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Same	No	No	No	None
Discussion: The MND indicated that there were no significant mineral resources in the area. This conclusion remains appropriate for this Project. Mitigation Measures: None required.					

XI. 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) Exposer of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Page 32	No	No	No	Yes
b) Exposure of persons to or generation of excessive ground borne vibration of ground borne noise levels?	Same	No	No	No	Yes
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Same	No	No	No	None
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Same	No	No	No	Yes
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 expose people residing or working in the project area to excessive noise levels?	Same	No	No	No	None
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	Same	No	No	No	None

Discussion: The MND 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. Construction noise in general was discussed, and addressed via mitigation, but additional discussion was included for a proposed well, as drilling could occur over a continuous 24-hour period and would involve groundborne vibration. Impacts related to well construction were found to be significant and unavoidable. For non-residential noise, two items were discussed in the MND: commercial parcels adjacent to residential uses and parks next to residential uses. It was determined that commercial uses could generate noise incompatible with residential development, but that mitigation was sufficient to reduce this impact to less than significant levels. Park noise impacts were found to be less than significant, as the park is a neighborhood park with residential-compatible operational characteristics. The project includes these same use types and use interfaces, and the same construction area, so the conclusions and mitigation of the MND remain appropriate for the project.

Based on a technical study, noise was determined to be an issue for all of the major roadways in the Westbrook SPA area, such as Westbrook Drive, Santucci Boulevard, and Pleasant Grove Boulevard. Mitigation was found to reduce noise volumes to levels within General Plan standards, and so impacts were found to be less than significant. As discussed in Air Quality, the proposed project will reduce trip generation as compared to the Westbrook SPA, which will in turn reduce the number of vehicles traveling on roads and contributing to noise generation. The project falls within the scope of impacts described in the MND, and the conclusions of the MND remain appropriate.

Mitigation Measures: Mitigation Measures 4.1-3 (McClellan overflight disclosure), 4.6-1 (construction noise), 4.6-2 (commercial noise controls), and 4.6-4 (traffic noise attenuation) were applied in the MND. 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. Commercial noise controls include locating equipment, delivery areas, and other noise sources away from sensitive receptors, and also use masonry walls between commercial sites and residential uses. Traffic noise attenuation also calls for the use of masonry walls along major roadways. These mitigation measures remain applicable to the proposed project. Mitigation was also included for construction of the well, but the well in question has already been constructed, so is no longer relevant for the proposed project.

XII. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, though extension of roads or other infrastructure)?	Page 34	No	No	No	None
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	Same	No	No	No	None
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Same	No	No	No	None
Discussion: The MND and EIR indicated the SVSP and Westbrook SPA 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 Westbrook SPA, but the project shifts housing to a use type–age-restricted housing—that has lower demands on certain City services, such as parks. Thus, the project falls within the scope of the previously identified impacts, and even lowers the impacts in certain respects. There are no existing houses in the project area, so no displacement of housing or people would occur. Mitigation Measures: None required.					

XIII. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:					
a) Fire protection?	Page 35	No	No	No	None
b) Police protection?	Same	No	No	No	None
c) Schools?	Same	No	No	No	Yes
d) Parks?	Same	No	No	No	None
e) Other public facilities?	Same	No	No	No	None
Discussion: The MND concluded that fire and police protection services would not be negatively affected by the project, and the Westbrook SPA included all required parkland dedications and other public facilities. An analysis of impacts to schools was also included, which concluded that a new elementary school would be required in the project area. Though a portion of the Westbrook SPA lay within the Center School District and a portion lay within the Roseville City School District, the current project area is entirely within the Roseville City School District. The project was routed to the School District for review, and the School District indicated that the proposed project would not have negative impacts. The elementary school is included within the project area, the project will be required to pay per-unit school fees, and 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 proposed project falls within the scope of the MND analysis, and the conclusions remain appropriate for this project. 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.					

XIV. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?	Page 37	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 MND indicates that the required parkland dedication was met by the Westbrook SPA. This dedication has been modified for the proposed project, as age-restricted housing has a lower dedication requirement. The proposed park within the project area is being reduced from 9.6 to 8.7 acres, which is the amount required to be dedicated. As noted in the MND, 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. This conclusion remains appropriate for the proposed project. Mitigation Measures: None required.					

XV. Transportation/Traffic

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	Page 38	No	No	No	Yes
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	Same	No	No	No	Yes
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Same	No	No	No	None
d) Substantially increase hazards due to a design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Same	No	No	No	None
e) Result in inadequate emergency access?	Same	No	No	No	None

f) Conflict with adopted policies, plans, or programs supporting public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	Same	No	No	No	None
Discussion: The MND discusses and describes the traffic impact analysis prepared by Fehr and Peers for the Westbrook SPA. Impacts to eight facilities were identified in the short-term impacts, and an additional three facilities were affected in the cumulative conditions, but all of the impacted facilities had already been identified in the EIR. The MND indicated that while some facilities could be improved to acceptable operations with mitigation, other facilities could not. In particular, the MND concluded that most impacts to facilities outside the City's jurisdiction (Caltrans, Sutter County, and Placer County facilities) would be significant and unavoidable, because the City does not control the timing, type, and effectiveness of facility improvements. However, the MND found that all of these impacts had already been addressed in the EIR and the Westbrook SPA did not result in new or worsened impacts. For the proposed project, City Engineering reviewed the scope of changes and it was concluded that an updated study was not required. The proposed project would reduce trip generation (refer to the Air Quality section), and will therefore fall within the scope of impacts already described in the MND. Mitigation Measures: Mitigation was included for each impacted facility, 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.					

XVI. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Page 51	No	No	No	None
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Page 47	No	No	No	None
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Page 27	No	No	No	None
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Page 47	No	No	No	None
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	Page 51	No	No	No	None
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Same	No	No	No	Yes
g) Comply with federal, state, and local statutes and regulations related to solid waste?	Same	No	No	No	None

Discussion: Stormwater was discussed in the Hydrology section of the MND and this Addendum; refer to that section for item c. A project-specific water supply assessment was prepared for the Westbrook SPA, which found that while the EIR assessed a total water demand of 1,141 acre-feet per year (AFY), the project-specific analysis determined a slightly lower demand of 1,112 AFY. The proposed project changes the balance of land uses, but not in a way that would substantially change the water demand analysis. As shown in MND Table 9, water demand factors vary by land use type and by the density of the land use. The project is converting some uses with a lower demand to a use with a higher demand (MDR to LDR), but is also converting uses with a higher demand to uses with a lower demand (CC to LDR). The project is also increasing the density of most LDR land, which lowers water demand. In light of this, Environmental Utilities staff did not request an updated water analysis, as the project falls within the scope of the prior analyses of the MND and EIR. The MND concluded that water supplies for normal, single-dry and multiple-dry years over the 20-year buildout scenario were adequate to meet projected water demands, and that impacts were less than significant. This conclusion remains appropriate for the proposed 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 Westbrook SPA. The project land use changes do not require any major changes or need for expanded facilities. The infrastructure master plans have been updated for the proposed project simply to reflect shifts in line locations resulting from shifts in land uses, and to relocate a proposed pump station. None of these shifts change the impacts of the proposed project as compared to the MND or EIR, as the lines are all within easements along roadways and in other locations which will already be subject to construction disturbance.

The wastewater generation of the Westbrook SPA was found to be consistent with the analysis of the EIR. Unlike water demand, wastewater generation is based on broad land use categories and there is less variation between categories. For instance, in Table 4.12.3-1 of the EIR is indicates a wastewater generation of 190 gallons per day per unit for all LDR and MDR uses. Thus, changing units from MDR to LDR has no effect on wastewater generation. Environmental Utilities determined that the proposed project changes fell within the scope of the prior assessment. The MND concluded that the Pleasant Grove Wastewater Treatment Plan was sized to accommodate flow from the Westbrook SPA and that impacts would be less than significant. This conclusion remains appropriate for the proposed project.

The MND 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 the Westbrook SPA solid waste. The EIR indicated a generation of 13, 858 tons per year for the SVSP, while the Westbrook SPA indicated a generation of 11,305 tons per year. The MND indicated that while the landfill can accommodate increased demands, the life of the landfill will be shortened by these demand increases. Mitigation for this was included, but as the landfill is outside of the City's jurisdiction, the City cannot control the construction or expansion of facilities. Both the EIR and MND concluded that impacts were significant and unavoidable. Solid waste generation is based on population, not dwelling units, and age-restricted units have fewer people per household than standard residential (1.8 persons per household versus 2.61; refer to revised Table 4-2 of the SVSP). Thus, the project will reduce total waste generation compared to the Westbrook SPA. 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.

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.

XVII. 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?	Page 30	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.)	Same	No	No	No	None
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Same	No	No	No	None
Discussion: The MND summarizes the conclusions of the EIR with respect to these criteria, and concludes that the Westbrook SPA falls within the scope of the previously-identified impacts. As discussed throughout this Addendum, the current project also falls within the scope of these prior analyses, and does not result in any new or expanded impacts.					

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 Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration (SCH # 2008032115, adopted June 25, 2012), the Lead Agency makes the following findings:

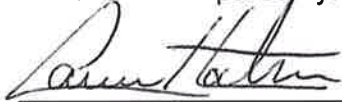
☒ [X] No substantial changes are proposed in the project which would require major revisions of the previous EIR or Mitigated Negative Declaration.

☒ [X] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

☒ [X] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete or the Mitigated Negative Declaration was adopted.

☒ [X] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

Addendum Prepared by:



Lauren Hocker, Associate Planner
City of Roseville, Planning Division

Attachments:

June 25, 2012 adopted Mitigated Negative Declaration and Initial Study



Notice of Intent to Adopt a Mitigated Negative Declaration

Project Title/File Number: Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan (File Number: 2011PL-043)

Project Location: Northwest corner of the Sierra Vista Specific Plan area, south of the future extension of Pleasant Grove Boulevard

Project Description: The applicant requests approval of the following: a General Plan Amendment, Specific Plan Amendment, Development Agreement and Large Lot Map to allow development of approximately 397 acres of land within the Sierra Vista Specific Plan including: low-, medium- and high- residential densities, commercial, open space, school, and parks.

Project Applicant: Westpark Associates

Property Owner: Westpark SV 400, LLC

Lead Agency Contact Person: Kathy Pease, Senior Planner
Phone (916) 774-5434

DECLARATION

The Planning Director determined that the above project will have no new significant effects on the environment that cannot be mitigated.

The determination is based on the following findings:

- 1) The Westbrook property was zoned Urban Reserve with the adoption of the Sierra Vista Specific Plan.
- 2) An EIR (SCH# 2008032115) was prepared for the Specific Plan dated May 10, 2010. Acknowledging that urban development was likely as part of the annexation proposal, the EIR analyzed buildout of the Westbrook property at a program level.
- 3) The project is consistent with the buildout assumptions in the EIR.
- 4) There are no new significant impacts that were not examined in or covered by the program EIR for the Specific Plan that cannot be mitigated to less than significant levels.

- 5) There are no potentially significant off-site impacts and cumulative impacts, which were not adequately addressed or discussed in the Sierra Vista Specific Plan EIR.
- 6) There are no previously identified significant effects which, as a result of substantial new information which was not known at the time the Sierra Vista EIR was certified, that are determined to have a more severe adverse impact than discussed in the prior EIR. .
- 7) The project incorporates all applicable mitigation measures identified in the EIR.
- 8) This mitigated negative declaration reflects the independent judgment of the lead agency.

Written comments shall be submitted during the 30-day review period, during which the lead agency will receive comments. Appeal of this determination must be made during the review period.

Copies of the Mitigated Negative Declaration and all related documents can be found on the City's website: www.roseville.ca.us and at the Permit Center located at 311 Vernon Street, Roseville, CA 95678 during normal business hours.

Review period: April 5th- May 7, 2012

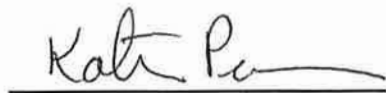
Public Hearing:

A public hearing on this item will be held on April 26, 2012 at 7:00 p.m. before the Planning Commission and will be held in the City of Roseville Council Chambers located at 311Vernon Street, Roseville, California.

Submit Comments to:

Kathy Pease, AICP
Senior Planner
Roseville Planning Department
311 Vernon Street
Roseville, CA 95678

Initial Study Prepared By:



Kathy Pease, Senior Planner

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number: Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan

Project Location: Northwest corner of the Sierra Vista Specific Plan area, south of the future extension of Pleasant Grove Boulevard

Project Description: The applicant requests approval of the following: a General Plan Amendment, Specific Plan Amendment, Development Agreement and Large Lot Map to allow development of approximately 397 acres of land within the Sierra Vista Specific Plan including: low-, medium- and high-residential densities, commercial, open space, school, and parks.

Project Applicant: Westpark Associates

Property Owner: Westpark SV 400, LLC

Lead Agency Contact Person: Kathy Pease, Senior Planner Phone (916) 774-5434

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on a combination of a previous environmental document and site-specific studies to address in detail the effects or impacts associated with the proposed project. In particular, this initial study assesses the extent to which the impacts of the proposed project have already been addressed in the certified Final Environmental Impact Report ("EIR") for the Sierra Vista Specific Plan ("SVSP"), as approved by the Roseville City Council in May 2010. In some instances, the City or consultants reporting to the City undertook new site-specific analyses to confirm whether particular impacts from the proposed project would be the same as, or no worse than, those disclosed in the SVSP EIR. A site-specific study was also used where the City determined that particular impacts of the proposed project – "Existing Plus Project" traffic impacts – had not been thoroughly addressed in the EIR.

This initial study has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 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. More particularly, this initial study has been prepared pursuant to CEQA Guidelines sections 15063 and 15168.

Section 15063 is the provision of the CEQA Guidelines that lays out the general rules for preparing initial studies. One of the identified functions of an initial study is for a lead agency to "[d]etermine, pursuant to a program EIR, tiering, or another appropriate process, which of a project's effects were adequately examined by an earlier EIR or negative declaration. *** The lead agency shall then ascertain which effects, if any, should be analyzed in a later EIR or negative declaration." (CEQA

Guidelines, § 15063, subd. (b)(1)(C).). Here, the City has used this initial study to determine the extent to which the SVSP EIR has “adequately examined” the effects of the proposed project.

Section 15168 sets forth the legal requirements for preparing “program EIRs” and for relying on such documents in connection with “[s]ubsequent activities” within an approved program. (See *Citizens for Responsible Equitable Environmental Development v. City of San Diego Redevelopment Agency* (2005) 134 Cal.App.4th 598, 614-617.) The SVSP EIR was a program EIR with respect to its analysis of impacts associated with eventual build-out of properties that, at the time of City Council action on the SVSP, were shown as having an “urban reserve” designation. The land on which the proposed project is located was one such property. Subdivision (c) of section 15168 provides as follows:

- (c) Use with Later Activities. Subsequent activities in the program must be examined in the light of the program EIR to determine whether an additional environmental document must be prepared.
 - (1) If a later activity would have effects that were not examined in the program EIR, a new Initial Study would need to be prepared leading to either an EIR or a Negative Declaration.
 - (2) If the agency finds that pursuant to Section 15162, no new effects could occur or no new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required.
 - (3) An agency shall incorporate feasible mitigation measures and alternatives developed in the program EIR into subsequent actions in the program.
 - (4) Where the subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were covered in the program EIR.

Consistent with these principles, this initial study serves the function of a “written checklist or similar device” documenting the extent to which the environmental effects of the proposed project “were covered in the program EIR” for the SVSP. As the reader will see, in many instances the City has concluded that, indeed, the impacts of the proposed project are “within the scope” of the analysis in the SVSP EIR. Stated another way, these “environmental effects of the [site-specific project] were covered in the program EIR.” Where particular impacts were not thoroughly analyzed in that prior document, the City has required the preparation of additional site-specific studies.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the City as lead agency, finds substantial evidence that any effects of the project were not “adequately examined” in the SVSP or were not “within the scope” of the analysis in that document and may have a significant effect on the environment, the City would be required to prepare an EIR with respect to such potentially significant effects. On the other hand, if the City found no substantial evidence that these unaddressed project impacts may be significant, a negative declaration would be appropriate. If in the course of analysis, the City identified potentially significant impacts that could be reduced to less than significant levels through mitigation measures to which the applicant agrees, the impact would be considered to be reduced to a less than significant effect, and a mitigated negative declaration would be appropriate.

As noted earlier, site-specific studies have been prepared for the project with respect to impacts that were not "adequately examined" in the SVSP EIR or were not "within the scope" of the prior analysis. Based on its review of these studies as well as its review of various analyses found in the SVSP, the City of Roseville Planning Department has analyzed the potential environmental impacts created by this project and a **Mitigated Negative Declaration** has been prepared pursuant to CEQA Guidelines section 15070

Prepared by: Kathy Pease
Kathy Pease, Senior Planner

Date: 4/3/2012

PROJECT DESCRIPTION

Annexation of the project area into the City of Roseville by the Local Agency Formation Commission (LAFCO) occurred in January 2012, as part of the Sierra Vista Specific Plan. The current zoning is Urban Reserve.

The project includes several approvals. These include amendments to the Sierra Vista Specific Plan, which would allow for future development of approximately 397 acres of the site with a mix of uses. The Applicant also requests approval of a General Plan Amendment and rezoning to change the Urban Reserve designation to 141 acres (705 units) of LDR (low density residential), 79 acres (635 units) of MDR (medium density residential) and 28 acres (689 units) of HDR (high density residential). In addition, 6 acres of CMU (commercial mixed use), 37 acres of CC/GC (general commercial) uses, 11 acres of public/quasi-public uses including an elementary school, 16 acres of parks and 36 acres of open space are proposed.

**TABLE 1
PROPOSED LAND USES**

Land Use Type	Dwelling Units/ Acreage
Single Family	1,340 dwelling units
Multi-Family	689 dwelling units
Retail ¹	37 acres
Commercial Mixed-Use ²	6.3 acres
Elementary School ³	10 acres
Parks	15.5 acres
Open Space	36.6 acres

ENVIRONMENTAL SETTING

The project site is located at 2801 Pleasant Grove Boulevard, which is within the boundaries of the Sierra Vista Specific Plan, approved by the City Council in May 2010. The site is within one of two Urban Reserve areas of the plan, formerly referred to as the Richland Property. The second Urban Reserve area, referred to as the Chan parcel, is not a part of this project.

Westbrook (the Project) is bordered by unincorporated Placer County to the west (see Figure 1). The adjacent parcels to the east and south of the project site are part of the Sierra Vista Specific Plan area. To the north and east of the subject parcel is the West Roseville Specific Plan area.

¹ Assumed retail to develop with a 25% Floor-to-Area ratio, which yields 402,930 square feet of leasable retail space.

² Assumed CMU to develop with a 40% Floor-to-Area ratio, which yields 109,771 square feet of leasable space, of which 50% is retail and 50% is office.

³ Assumed to have 750 students based on school size and enrollment levels at similar schools in Roseville.

**FIGURE 1
PROPOSED LAND USE PLAN**



Physical or Natural Features On-Site

The project site is currently undeveloped and is comprised mostly of annual grasslands. No structures are present. An intermittent drainage channel traverses a portion of the property. This drainage channel and other wetlands are identified as waters of the United States, therefore a Section 404 permit must be obtained from the US Army Corps of Engineers (Corps) to fill the wetlands. No native oak trees are present on the site.

Physical or Natural Features on Adjacent Property

Development has been approved to the north, south, east and west of the subject property, although currently only the lands to the north are undeveloped.

- The property is directly south of the West Roseville Specific Plan, south of the planned extension of Pleasant Grove Boulevard.
- West of the property is the approved Regional University Specific Plan in un-incorporated Placer County.
- South of the project boundaries are other portions of the Sierra Vista Specific Plan.

At buildout, the entire Sierra Vista Specific Plan area, including the Westbrook property, will provide for approximately 8,679 dwelling units, accommodate roughly 22,045 residents, add approximately 4.1 -million square feet of retail and office uses, and provide in excess of 9,000 jobs.

TABLE 2

PROPOSED WESTBROOK LAND USE, ZONING, & ACREAGE BY PARCEL

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	FINALED UNITS	AVAILABLE UNITS	DENSITY
WB-1	LDR (Residential)	RS/DS	19.1	96	0	0	5.0
WB-2	LDR (Residential)	RS/DS	18.9	95	0	0	5.0
WB-3	LDR (Residential)	RS/DS	14.1	71	0	0	5.0
WB-4	LDR (Residential)	RS/DS	11.7	59	0	0	5.0
WB-5	LDR (Residential)	RS/DS	30.4	150	0	0	5.0
WB-6	LDR (Residential)	RS/DS	31.0	155	0	0	5.0
WB-7	LDR (Residential)	RS/DS	15.8	79	0	0	5.0
WB-20	MDR (Residential)	RS/DS	20.3	162	0	0	8.0
WB-21	MDR (Residential)	RS/DS	8.1	65	0	0	8.0
WB-22	MDR (Residential)	RS/DS	13.1	104	0	0	8.0
WB-23	MDR (Residential)	RS/DS	16.2	130	0	0	8.0
WB-24	MDR (Residential)	RS/DS	7.5	60	0	0	8.0
WB-25	MDR (Residential)	RS/DS	14.2	114	0	0	8.0
WB-30	HDR (Residential)	R3	4.8	120	0	0	25.0
WB-31	HDR (Residential)	R3	8.2	207	0	0	25.0
WB-32	HDR (Residential)	R3	8.0	200	0	0	25.0
WB-33	HDR (Residential)	R3	6.5	162	0	0	25.0
WB-40	Commercial Mixed Use	CMU/SA	6.2				
WB-41	CC (Commercial)	CC	19.3				
WB-42	CC (Commercial)	CC	12.9				
WB-43	CC (Commercial)	CC	4.3				
WB-50	PR (Park)	PR	9.6				
WB-51	PR (Park)	PR	4.4				
WB-52	PR (Park)	PR	1.5				
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.0				
WB-61	Public/Quasi-Public (Well)	P/QP	0.3				
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.8				
WB-80	OS (Open Space)	OS	36.6				
WB-100	ROW/Landscape Corridors	ROW	43.6				
sub-totals (Westbrook)			397.4	2,029	0	0	

PREVIOUS ENVIRONMENTAL DOCUMENTS

SIERRA VISTA SPECIFIC PLAN

For reasons explained earlier, the Sierra Vista Specific Plan (SVSP) and the related Final EIR are referenced and utilized in the evaluation of this project, which is part of the area analyzed in the SVSP EIR. The SVSP represents the most recent significant change in land use in the City and allocation of new land use to the City following the amendment of the General Plan in 2010. Annexation of the Sierra Vista Specific Plan area in January 2012 added approximately 2,064 acres (including the 397 acre project site) to the City's corporate limits.

The SVSP allows for a mix of land uses such as commercial, business professional, park, open space, and schools. The original SVSP approval proposed 6,650 new residential dwelling units. Processing of the SVSP also resulted in an update to the City's 2020 General Plan to the year 2025. At the time the SVSP was being processed, the subject property was not a participant in the specific plan, although the property was included in the annexation and analyzed in the SVSP EIR. It was given an "Urban Reserve" designation in the SVSP, which acknowledges that urban development is likely following annexation, but does not assign project-specific uses for the property. Westpark, the current property owner, has applied for a General Plan Amendment and Re-zoning for specific land uses for its portion of the Urban Reserve which is shown on Figure 1 with the proposed land use designations.

In accordance with the California Environmental Quality Act (CEQA), it was determined that the Sierra Vista Specific Plan had the potential to have a significant adverse impact upon the environment, and the SVSP EIR (SCH #2008032115) was prepared for the project. A Notice of Completion was filed with the State of California Office of Planning and Research. The Final Environmental Impact Report (FEIR) was certified by the City Council on May 20, 2010, and a Notice of Determination was filed on May 21, 2010. A copy of the SVSP EIR is available for review within the Planning Department at 311 Vernon Street, Roseville, CA.

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 Urban Reserve Areas, 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 buildout 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 EIR identified project-specific mitigation for the specific plan and program-level mitigation for the Urban Reserve, which were adopted by the City and incorporated into the SVSP. Now that a project is proposed for this Urban Reserve area, the applicant, Westpark Associates, also has agreed to incorporate the SVSP project-specific mitigation measures into the Westbrook project. A Mitigation Monitoring Program (MMP) that identifies the project-specific mitigation measures from the EIR will be adopted as part of this project. As explained earlier, this Initial Study analyzes the impacts of the Westbrook project in relation to the analysis completed in the SVSP EIR.

CITY OF ROSEVILLE MITIGATING POLICIES AND STANDARDS

“[R]equiring compliance with environmental regulations is a common and reasonable mitigating measure.” (*Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337, 1355, quoting *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 308.) Conditions of Approval requiring such compliance are “proper where the public agency ha[s] meaningful information reasonably justifying an expectation of mitigation of environmental effects.” (*Leonoff, supra*, 222 Cal.App.3d at p. 1355, citing *Sundstrom, supra*, 202 Cal.App.3d at pp. 308-309.) In March 2003, the City of Roseville made formal findings to the effect that the following City regulations and ordinances, which include standards and policies that are uniformly applied throughout the City (together, “regulations”), will substantially mitigate specified environmental effects of future projects.

- City of Roseville Zoning Ordinance (RMC Title 19)
- Noise Regulation (RMC Ch.9.24)
- Flood Damage Prevention Ordinance (RMC Ch.9.80)
- Traffic Mitigation Fee (RMC Ch.4.44)
- Drainage Fees (Dry Creek [RMC Ch.4.49] and Pleasant Grove Creek [RMC Ch.4.48])

- City of Roseville Improvement Standards (Resolution 02-37)
- City of Roseville Construction Standards (Resolution 01-208)
- City of Roseville Grading Ordinance (RMC Ch.16.20)
- Tree Preservation Ordinance (RMC Ch.19.66)
- Subdivision Ordinance (RMC Title 18)
- Community Design Guidelines
- Specific Plan Design Guidelines:
- Sierra Vista Specific Plan

In conducting the analysis below, City staff has assumed that, to the extent that they are applicable to the proposed project, these regulations will be enforced, thereby substantially mitigating the significant effects of the proposed project addressed by these regulations.

INITIAL STUDY CHECKLIST

The initial study checklist recommended by the State of California Environmental Quality Act (CEQA) Guidelines is used to determine potential impacts of the proposed project on the physical environment. Set forth in Appendix G to the CEQA Guidelines, the checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the project. Explanations to answers are provided in a discussion for each section of questions, as follows:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level.
5. "Less Than Significant Impact" applies where the impact does not require mitigation or result in a substantial or potentially substantial change of any of the physical conditions within the area affected by the project.

6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).
7. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

As demonstrated in the checklist discussions below and the discussion that follows, no project changes or changes in circumstances surrounding the project since May 2010 have resulted in any new significant environmental effects not already addressed in the SVSP EIR or any substantial increases in the severity of any previously identified significant effects.

Initial Study Checklist

1. Aesthetics

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X		
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X		
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X		
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X		

Discussion of Checklist Answers:

The project will convert approximately 361 acres of vacant parcels to urban development and will preserve approximately 36 acres in open space. The project site was covered at a program-level in the SVSP EIR. The EIR identified that the loss of rural grasslands with urban development was an unavoidable significant impact for which the City Council adopted a statement of overriding considerations⁴.

⁴ Page 4.14-15 SVSP Final EIR.

Light and glare will increase above the existing condition. As identified in the SVSP Final EIR, any introduction of urban uses would increase ambient nighttime illumination and result in a significant unavoidable change in the amount of light generated on the project site. This impact was identified as significant and unavoidable.⁵

Future development of the Urban Reserve area would result in the obstruction of view corridors to the Sierras and views toward the undeveloped portions of Placer County. This was considered to be a significant and unavoidable impact⁶.

Based on the information presented above, all of the aesthetic impacts were previously identified as significant and unavoidable. The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

2. Agricultural Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X		
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?			X		
c) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-			X		

⁵ Page 4.14-20 of the SVSP Final EIR.

⁶ Page 4.14-22 of the SVSP Final EIR.

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
agricultural use?					

Discussion of Checklist Answers:

As identified in the FEIR, development of the project site will change the character of the site by replacing fallow land with residential, commercial, open space, and public infrastructure. The California Department of Conservation Farmland Mapping and Monitoring Program classify the site as “Farmland of Local Importance”. The soils are generally unsuitable for many agricultural uses beyond grazing. Even so, the loss of grazing land was determined to be a significant impact⁷.

Development of the project site would result in the loss of 361 acres to urban development. Approximately 36 acres will remain in open space.

The project will incorporate, and the Applicant has agreed to comply with, Mitigation MM 4.1-2 from the SVSP FEIR⁸. Under that measure, one acre will be preserved within Placer County for each acre of open space impacted within the specific plan area, through the recordation of conservation easements. With this mitigation, impacts would be reduced to a less than significant level.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to agricultural uses. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

⁷ Page 4.1-72 of the FEIR

⁸ Page 4.1-73 of the FEIR

3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	X				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	X				
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	X				
d) Expose sensitive receptors to substantial pollutant concentrations?	X				
e) Create objectionable odors affecting a substantial number of people?			X		
f) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	X				
g) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X		

Discussion of Checklist Answers:

The air quality impacts of build-out of the SVSP, as well as impacts related to climate change, were analyzed in the Final EIR for the SVSP. As noted earlier, the EIR found the following air quality impacts to be significant and unavoidable:

- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term);

- Increased emissions of ozone precursors during construction (short-term);
- Cumulative air pollutant emissions from construction;
- Cumulative air pollutant emissions from operation; and
- Contribution to greenhouse gas emissions/global warming.

In order to verify whether the environmental effects of the proposed project related to air quality and greenhouse gases were adequately examined in the SVSP EIR, the City commissioned an expert analysis by Ascent Environmental, a Sacramento consulting firm with recognized expertise in air quality. The following analysis is based on an air quality and climate change analysis prepared for the project in October 2011 by Ascent Environmental. A copy of that report is attached hereto as Exhibit A. The report focused on the potential impacts from construction and operation of the proposed project, on both a project and cumulative level, in the context of the existing regional and local air quality conditions and regulations. City staff has reviewed the documentation, which it understands was prepared with input from the Placer County Air Pollution Control District (PCAPCD). City staff is also aware that Ascent has a professional reputation that makes its conclusions presumptively credible and prepared in good faith. Based on its own review of the analysis and these other considerations, City staff accepts the conclusions in the Ascent report. Where potentially significant air quality impacts were identified, mitigation measures from the SVSP EIR, acceptable to the applicant, have been described that would reduce or eliminate the impacts, and have been included in the discussion of checklist answers below.

Air quality and greenhouse gas (GHG) is monitored through the efforts of various international, federal, State, regional and local government agencies. These agencies work jointly and individually to improve air quality through legislation, regulations, planning, policy-making, education, and a variety of programs.

Discussion of Checklist Answers:

a-c) The City of Roseville, along with south Placer County, is located within the federal Sacramento Ozone Non-attainment Area. The PCAPCD is required to comply with and implement the State Implementation Plan (SIP) to demonstrate when and how the region can attain the federal ozone standards. Currently the districts within the Sacramento Valley Air Basin (consisting of Placer, Sacramento, Yolo, Yuba, Sutter, Colusa, Glenn, Tehama, Shasta and Solano counties) are working together to finalize the attainment plan, which is aimed at attainment of the federal 8-hour ozone standard. The PCAPCD has established standard air quality thresholds, discussed below. The Ascent study determined that the proposed project would produce ozone precursor emissions above the PCAPCD thresholds during construction, periods of operation and construction overlap, and during cumulative conditions. The findings of the Ascent study are summarized as follows:

Construction Emissions

Project related construction activities would generate air pollutants intermittently within the site, and the vicinity of the site, until all construction phases have been completed. The air pollutant emission sources would include the following:

- Emission from construction equipment;
- Dust from grading and infrastructure improvements; and
- Reactive Organic Gasses (ROG) emissions from road surfacing and architectural coating.

The Ascent study estimated the pollutant levels from the above construction related activities based on the project size. Ascent determined that the ROG and PM₁₀ levels are the only pollutants that would exceed the thresholds designated by the PCAPCD and that may contribute to the District's nonattainment status for ozone and expose sensitive receptors to pollutant concentrations. However, as demonstrated in the table below, with mitigation, the potentially significant PM₁₀ impacts will be reduced to less than significant levels.

TABLE 3
SUMMARY OF MODELED MAXIMUM DAILY CRITERIA AIR POLLUTANT
AND PRECURSOR EMISSIONS FROM CONSTRUCTION ACTIVITIES

Construction Activity	ROG	NO_x	CO	PM₁₀	PM₂₅
Unmitigated	156	35	64	133	29
Mitigated	156*	30	64	34	9
PCAPCD Thresholds	82	82	550	82	N/A

Note*: Mitigation that addressed exhaust emissions of PM₁₀ and NO_x from off-road equipment would also reduce exhaust emissions of ROG equipment by approximately 5%, or 0.1 lb/day, which is not reflected in the table due to rounding. Nearly all ROG emissions associated with construction activities are evaporative emissions of ROG from the application of architectural coatings and from asphalt paving. This mitigation would also result in a reduction in CO; however, the reduction achieved by this measure cannot be quantified.

As demonstrated, with mitigation the construction related PM₁₀ levels are reduced to 34 lbs/day which is below the PCAPCD threshold with mitigation. This is substantially less than identified in the SVSP FEIR, which anticipated that grading within the overall specific plan area would generate more than 82 lbs/day of emissions with mitigation and anticipated the impact to be significant and unavoidable⁹. With implementation of MM 4.4-1, which requires extensive dust and construction emissions control measures¹⁰, Westbrook would still have significant ROG emissions.

Operational Emissions

Once construction of the project has ended, the operation of the project's commercial uses will generate emissions of pollutants from vehicles and area sources such as HVAC units. The Ascent study took into account the City's General Plan goals and policies for energy-saving and reduction emissions as well as the project's proximity to residential, provision for retail services, and the pedestrian and alternative transportation connectivity within the site and to existing paths, when operations emissions estimates were prepared for the project. The predicted operational emissions for the project during operation are as follows:

⁹ Page 4.4-31 of the FEIR.

¹⁰ Page 4.4-47 of the FEIR.

TABLE 4
OPERATIONAL EMISSIONS FOR THE PROPOSED PROJECT

Operations 2025 Buildout	ROG (lbs/day)	NO_x (lbs/day)	PM₁₀ (lbs/day)	PM₂₅ (lbs/day)
Mobile Source	134	110	460	87
Area Source	140	29	0.2	0.2
Total Operational	273	129	460.2	87.2
PCAPCD Thresholds	82	82	82	N/A

As indicated, the maximum project operational emissions would be above the PCAPCD thresholds of significance, consistent with the analysis in the SVSP Final EIR.

The project could result in a cumulatively considerable net increase of ROG and/or NOX that would contribute to the district's severe non-attainment designation. In order to improve air quality and attain the health-based standards, reductions in emissions are necessary within non-attainment areas. The rapid growth and combined population, vehicle usage, and business activity within a non-attainment area, to which the project would cumulatively contribute, would either delay attainment of the standards or require the adoption of additional controls on existing and future air pollution sources to offset project-related emission increases.

The SVSP identified that operational emissions would be significant and unavoidable¹¹. Project specific mitigation measures would be required of the project as identified in the FEIR under mitigation MM 4.5-1 (Air Quality Measures), which would reduce operational emissions¹².

In addition, the project would cumulatively contribute to regional air quality health effects through emissions of criteria and mobile source TACs.

Based on the traffic analysis prepared for the project, some signalized intersection in the vicinity of the project site are predicted to operate at less than level of service C under build out conditions. However, none of the intersections would be anticipated to accommodate volumes of traffic that would exceed 31,600 vehicles in any single hour¹³. This would not result in CO concentrations that would exceed or contribute to an exceedance of the state or national standards¹⁴.

Further, the project would not result in significant toxic air contaminants or exposure to future sensitive receptors to excessive odors.

¹¹ Page 4.4-32 of the FEIR.

¹² Page 4.5-40 of the FEIR.

¹³ Fehr & Peers, Traffic Study 2011

¹⁴ Ascent Air Quality Study 2011.

Climate Change

The project would generate greenhouse gas emissions during construction and during the operational life of the project. Construction of land uses could begin as early as 2013 and full buildout of the project area would occur over a 20- to 30-year period. Emission levels are anticipated to change over time due to improvements in engine technology, retrofits, and turnover in the equipment fleet, therefore it is estimated that there will be increased fuel efficiency over time. Based on current models the following table shows that project GHG emissions will exceed 8.4 metric tons per year. As a point of reference, the Bay Area Air Quality Management District has determined that 4.6 tons per year is significant. Therefore, the proposed project is considered to have significant unavoidable impact with respect to greenhouse gas emissions. This conclusion is consistent with the SVSP FEIR, which concluded that buildout of the project area would cause significant and unavoidable impacts in this category.¹⁵

**TABLE 5
SUMMARY OF MODELED PROJECT- RELATED
GREENHOUSE GAS EMISSIONS**

Construction Related GHG Emissions	
Total Construction Emissions	3,507 MT CO ₂
Amortization Period	30 Years
Amortized Construction Emissions	129 MT CO ₂ /Year
Operational GHG Emissions under Full Buildout 2025	CO₂ MT/Year
Transportation (mobile sources)	43,015
Area Sources	7,917
Electricity Consumption	1,262
Water Conveyance, Treatment, Distribution, and Wastewater Treatment	550
Amortized Construction Emissions	88
Total Operational Emissions	52,861
Service Population (residents + jobs)	6,293
GHG Efficiency	8.4 MT CO₂e/SP/Year

Mitigation Measures MM 4.5-1 (Air Quality Measures) and MM 4.5-2 (Additional Measures to Reduce GHG Emissions) will be required for the project.¹⁶ Consistent with the conclusions of the SVSP Final EIR, impacts would still remain significant and unavoidable even after mitigation.

¹⁵ Page 4.5-34 of the FEIR.

¹⁶ Page 4.5-40 and page 4.5-41 to 4.5-47 of the FEIR.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified air quality impacts and impacts relating to greenhouse gas emissions; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to air quality or greenhouse gas emissions. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the Ascent report verifies, and the City finds, that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

4. Biological Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X		
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X		
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?					X
f) Conflict with the provisions of an adopted Habitat Conservation Plan,					

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			X		

Discussion of Checklist Answers:

The project site is undeveloped and several potential biological resources have been identified on-site, including wetlands, drainage channels, grasslands, and wildlife. A biological consultant, with Gibson and Skordal (Exhibit B of the IS) was consulted to determine if any changes have occurred to the site since adoption of the FEIR, and whether development of the site would have greater impacts than anticipated in the EIR. City staff has reviewed the documentation, and is aware that the firm of Gibson and Skordal has a professional reputation that makes its conclusions presumptively credible and based on good faith analysis. Based on its own review of the analysis and these other considerations, City staff accepts the conclusions in the Gibson and Skordal report. No changes or new impacts were identified by Gibson and Skordal. The following is a discussion of the potential impacts and mitigation measures.

Wetlands:

The Regional Water Quality Control Board (RWQCB) and the United States Army Corps of Engineers (Corps) regulate activities affecting wetlands and other waters. Wetlands and vernal pools meet the Corps' criteria of an "other waters" feature with the presence of a defined bed and bank, scouring, and drift lines. The site has been evaluated by Gibson and Skordal for project specific impacts to wetlands and other waters. Grading and filing on the site would result in the loss of wetlands.

TABLE 6
WESTBROOK WETLANDS WITH THE WESTBROOK AMENDMENT

Jurisdictional Wetland Summary for Sierra Vista Specific Plan with the Addition of Westbrook		
Wetland Type	Pre-Development Acreage	Impacted Acreage ¹
Ephemeral Stream	0.0625 ac.	0.0415 ac.
Intermittent Stream	6.0172 ac.	0.7978 ac.
Perennial Stream	2.15 ac.	1.433 ac.
Pond	2.067 ac.	1.0450 ac.
Perennial Marsh	0.859 ac.	0.8483 ac.
Seasonal Wetland	7.7677 ac.	5.0613 ac.
Wetland Swale	19.7014 ac.	17.9587 ac.

Vernal Pool	11.3461 ac.	7.0460 ac.
TOTAL	49.9709 ac.	34.2316 ac.

1. These impacts do not include off-site impacts to wetlands. Refer to SVSP EIR for additional information for off-site impacts.

Implementation of the mitigation measures (MM4.8-1 (a) and MM 4.8-1 (b)) listed in the SVSP FEIR¹⁷ by the Westbrook project would ensure that permits are obtained from federal agencies and adherence to the permit would further ensure that the project will result in “no net loss” of wetlands/waters, and that discharge into the waters is regulated. Therefore, with mitigation measures, impacts to wetlands/waters and associated vernal pool/loss of associated rare plants are considered less than significant with mitigation. For these reasons, the City finds, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), that these “environmental effects of the [site-specific] operation were covered in the program EIR.”

Special Status Wildlife

Several special-status wildlife species are known to occur or potentially occur within the project site (Western spadefoot, Swainson’s hawk, Burrowing owl, and other legally protected raptors). The loss of vegetation could destroy nesting habitat. Therefore, consistent with the mitigation measures, pre-construction surveys shall be conducted to confirm the absence of special status wildlife. Sierra Vista FEIR mitigation measures have been incorporated into the project as outlined on pages 4.8-81, 4.8-85, and 4.8-89 of the FEIR: MM 4.8-1 (a) (*No Net Loss of Wetlands*); MM 4.8-2 (*Relocate Western Spadefoots*); MM 4.8-3 (*Avoid Nesting Sites*); MM 4.8-4 (*Offsite and On-site Preservation Grassland Habitat*). With the mitigation measures the impact, is considered less than significant. For these reasons, the City finds, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

Migration Corridors

Development could cause fragmentation of open space areas, which creates isolated islands of wildlife habitat. Sierra Vista FEIR mitigation measures have been incorporated into the project as outlined on pages 4.8-90, and 4.14-23 of the FEIR: MM 4.8-5 (*Wildlife Movement Protection Policies*); MM 4.14-3 (*Avoid Light Spill Over in Open Space Areas*). These measures would reduce this impact to a level that is less than significant. For these reasons, the City finds, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

Oak Trees and Riparian Habitat Loss

No oak trees or riparian habitat are present on the subject property. Therefore, there is no impact.¹⁸

¹⁷ Page 4.8-81 and 4.8-82 of the FEIR.

¹⁸ Page 4.8-62 and 63 of the FEIR.

Loss of Biological Resources Due to Construction of Offsite Infrastructure

Development of Westbrook may require infrastructure improvements outside of the SVSP area, such as the extension of roadways; extension of water, wastewater, recycled water from the West Roseville Specific Plan area; water tank construction within the WRSP area; and the extension of electric and natural gas lines. The extension of infrastructure could cause both direct and indirect biological impacts. The project incorporates mitigation measures to reduce these potential impacts to a less than significant level: MM 4.8-87 (*Off-site Surveys*); MM 4.8-1 (a) (*No Net Loss*); MM 4.8-1 (b) (*Wetland Avoidance/Mitigation Plan*); MM 4.8-2 (*Relocate Western Spadefoots*); MM 4.8-3 (*Avoid Nesting Sites*); MM 4.8-4 (*Offsite and Onsite Preservation of Grassland Habitat*); MM 4.8-5 (*Wildlife Movement Protection Policies*); MM4.8-6 (*Habitat Restoration /Onsite preservation*).

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to vegetation and wetland resources. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.” Notably, the applicants will need to secure federal permits, which would further ensure that impacts are reduced to a less than significant level.

5. Cultural Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historic resource as defined in Section 15064.5?			X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X		
d) Disturb any human remains, including those interred outside of formal cemeteries?			X		

Discussion of Checklist Answers:

No cultural or historical resources are known to exist on the project site. While it is anticipated that there will be no significant impacts to cultural resources, there is a potential that unknown prehistoric or historic cultural or paleontological resources could be uncovered during project construction. Because it is possible that some such unearthed cultural resources might qualify as “historical resources” or

“unique archeological resources” that cannot feasibly be avoided, the FEIR conservatively concluded that impacts to such resources were potentially significant and unavoidable¹⁹.

Mitigation is included that requires that, in the event of a discovery of unknown buried archeological or historic deposits, project activity in the vicinity be halted until a qualified archeologist can assess the resources and provide management (MM 4.9-1 [*Cease Work and Consult with Quality Archaeologist*])²⁰.

The project site contains geologic formations that could contain paleontological resources. Mitigation measure MM 4.9-2 (*Cease Work and Consult with Quality Archaeologist*) is incorporated into the project to reduce potential impacts to a less than significant level²¹.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to cultural or paleontological resources. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

6. Geology and Soils

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X		
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)			X		
ii) Strong seismic ground shaking?			X		
iii) Seismic-related ground failure, including liquefaction?			X		
iv) Landslides?			X		
b) Result in substantial soil erosion or the					

¹⁹ Page 4.9-18 of the FEIR.

²⁰ Page 4.9-29 of the FEIR

²¹ Page 4.9-29 of the FEIR

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
loss of topsoil?			X		
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X		

Discussion of Checklist Answers:

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. Because the risk associated with rupture of a known earthquake fault or seismic related ground failure to new structures is low, the impact is less than significant.

Landslides typically occur where soils on steep slopes become saturated or where natural or manmade conditions have taken away supporting structures and vegetation. The existing and proposed slopes are not steep enough to present a hazard during development or upon completion of the project. In addition, during construction, measures would be incorporated to shore slopes and prevent potential earth movement. Therefore, impacts associated with landslides are considered less than significant.

Development of the site would result in loss of topsoil due to conversion of agricultural land to urban uses²². No area of the site contains soils that are considered prime for agricultural purposes. This impact is less than significant

Grading activities will result in the disruption, displacement, compaction, and over covering of soils associated with site preparation (grading and trenching for utilities). Grading activities for the project will be limited to the project site. Grading activities require a grading permit from the Engineering Division

²² Page 4.7-22 of the FEIR.

of the Public Works Department. The grading permit will be reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control, and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans.

Soils on the site have a high shrink-swell potential²³. A soil report is required with the submittal of the improvement plans. The City of Roseville Building Department will review construction plans before a building permit is issued and the Engineering Division will review and approve all rough grading plans to ensure that all grading and structures would withstand shrink-swell potentials and earthquake activity in this area.

A General Plan Policy requires that new homes connect to the City's sanity sewer system. The City's Environmental Utilities Department has reviewed the project and determined that City's sanity sewer system can accommodate the project. No septic tanks will be permitted as part of the project. Therefore, no impact to soils relative to supporting use of septic tanks would occur.

Impacts to the geology and soils on site are considered to be less than significant.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to geologic conditions. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these "environmental effects of the [site-specific project]. . . were covered in the program EIR."

7. Hazards and Hazardous Materials

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous					

²³ Page 4.7-21 of the FEIR.

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
materials, substances, or waste within one-quarter mile of an existing or proposed school?			X		
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X		
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?			X		
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X		
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X		

Discussion of Checklist Answers:

Past use of the site for agricultural purposes could have involved the use of pesticides and/or herbicides. While the risk is low, there nonetheless could be contamination on site. Implementation of MM 4.10-1 (*Identify and Remediate Soil Contamination*) would reduce the risk of exposure to the site to a less than significant level by ensuring the soil is properly managed.²⁴

Additional households and commercial uses on the site could increase the risk of improper disposal of hazardous materials. Hazardous waste impacts, however, are less than significant due to the

²⁴ Page 4.10-40 of the FEIR.

implementation of existing regulations that oversee the use and disposal of hazardous materials, according to the FEIR. Based on this information, potential impacts associated with hazardous materials are expected to be less than significant.²⁵

This project is located within an area that will receive City emergency services. Development of the project area would increase the use of hazardous material, so additional hazardous materials emergency response capabilities would be needed. In the event of an emergency, Roseville Fire Department would implement hazardous materials response protocols, operations, and administrative procedures contained in the Emergency Plan. A fire station is planned within the Specific Plan area.

The project is not located within an airport land use plan area; no airports are located within two miles of the project site; and the project site is not located within the vicinity of a private airstrip. No impact would occur.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR regarding hazardous materials. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

8. Hydrology and Water Quality

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X		
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the			X		

²⁵ Page 4.10-26 of the FEIR.

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?					
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X		
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?			X		
f) Otherwise substantially degrade water quality?			X		
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X		
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?			X		
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X		
j) Inundation by seiche, tsunami, or mudflow?			X		

Discussion of Checklist Answers:

The proposed project will result in over-covering of soils with impervious surfaces such as asphalt paving and residential structures. This will result in a reduced rate of absorption of surface water runoff and will increase water being directed into the City's drainage system. The City evaluated the potential impacts related to increased runoff in the FEIR, which assumed full build-out of the site and other properties in the City and evaluated downstream flooding impacts resulting from increased surface water runoff. The FEIR found that, with the implementation of City standards and programs, the potential flooding impacts would be less than significant. No development will occur within the 100-year flood hazard area (regulatory floodplain). In addition, all homes will be located a minimum of two feet

above the 100-year floodplain elevation in accordance with the City Improvement Standards and General Plan policies. The City standards will include requirements for a drainage system designed in accordance with City standards that will adequately handle on-site drainage associated with the development of the property. The FEIR²⁶ identified that stormwater from future development of the project area would be conveyed to Curry Creek which could have a significant impact by increasing flows in Curry Creek.

An amendment to the Sierra Vista Specific Plan Drainage and Stormwater Master Plan was prepared by Civil Engineering Solutions Inc., in May 2011 (Exhibit C). The amended study showed peak flow rate increases will be reduced through the excavation of wetland creation areas, vegetated treatment swales, and additional conveyance within the overbank areas of the north tributary of Curry Creek, consistent with the measures to be employed in the rest of the SVSP project area. The project plan will create 18 additional acre feet of storage within the 100-year floodplain, which will reduce peak flow increases for the 100-year event to a less than significant level. Further, the proposed project will be subject to the adopted City standards and programs. The project would be required to pay its fair share of fees toward the Roseville Regional Stormwater Retention Facility.

The project is subject to the Clean Water Act with regards to the discharge of pollutant into waters of the US. Should it be determined the project will result in direct discharges into surface waters, the developer will be required to obtain a National Pollutant Discharge Elimination System (NPDES) permit. As a condition of approval, all drainage will be collected through an on-site storm drain system and directed to the City's storm drain system. Prior to discharge from the site, the storm water shall be treated with appropriate storm water pollution treatment device(s) as required by the City's Stormwater Quality Design Manual.

The proposed project does not include any grading activities that will have an effect upon groundwater flow or quantities. Prior to the approval of the Improvement Plans, the developer shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board, to ensure that the project will not result in the release of materials that will adversely affect groundwater. Based on the above information, the impacts associated with water quality are less than significant

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to drainage and water quality. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these "environmental effects of the [site-specific project] . . . were covered in the program EIR."

²⁶ Page 4.13-22 of the FEIR.

9. Land Use and Planning

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Physically divide an established community?			X		
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X		
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X		

Discussion of Checklist Answers:

The property is currently designated with a land use designation of Urban Reserve. The proposed project will increase the urban density of the parcel and amend the General Plan and Zoning designations with a mix of uses compatible with the other uses envisioned in the SVSP. With the General Plan and Zoning changes, the project would be consistent.

The FEIR found that there could be potential incompatibility of internal land uses, especially as the project builds out. Construction phases of Westbrook would involve substantial noise, truck trips and dust over a period of several years. Such activities could affect existing uses. The project would be required to comply with the City's noise and grading ordinances. Further, the project would implement MM 4.6-1 (*Construction Noise Measures*) and MM 4.6-2 (*Commercial Noise Controls*) to reduce impacts to a less than significant level.²⁷

Agricultural uses could occur adjacent to the project's western border. As a condition of approval, future residents would be notified through deed disclosure of the proximity of agricultural uses.

The addition of development within the SVSP will be consistent with the Sacramento Area Council of Governments (SACOG) Blueprint Scenario, for which the City has adopted Implementation Strategies to encourage "Blueprint" compact developments. The project also assists the City in providing its "fair share" of housing units allocated in the Regional Housing Needs Allocation (RHNA) plan adopted by SACOG.

²⁷ Page 4.1-74

As a result of the General Plan Amendment and Rezone, no development will occur within the 100 year floodplain. The floodplain area will be preserved in Open Space. These resources will also be preserved in the Open Space land use designation area. The project will additionally dedicate 36 acres of open space, consistent with the GP policy to maximize opportunities for preservation of and maintenance of open space.

Based on the above information, the potential land use impacts associated with proposed project are considered less than significant.

The project will not divide an existing community and there are no Habitat Conservation Plans or Natural Community Conservation Plans covering the project site. The land use and planning impacts that would occur in association with the proposed project are less than significant.

The Westbrook project is outside the Community Noise Equivalent Level (CNEL) and the safety hazards area for any airport. However, the area may be subject to frequent large aircraft overflight flying under 3,000 feet. Overflights may be annoying to future residents and other sensitive uses. The FEIR therefore found this to be a significant and unavoidable impact.²⁸ As a condition of approval future residents will be notified of potential noise issues through a deed disclosure.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to land use. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

10. Mineral Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			X		
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			X		

²⁸ Page 4.1-70 of the FEIR.

Discussion of Checklist Answers:

As the Final EIR explained, the project site is not known to include any mineral resources that would be of local, regional, or statewide importance.²⁹ Therefore, the project is not considered to have any impacts on mineral resources. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

11. Noise

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X			
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		X			
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	X				
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	X				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X		
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	X		X		

²⁹ Page 4.7-12. See also FEIR, Appendix A (Notice of Preparation), p. 22.

Discussion of Checklist Answers:

In order to verify whether the environmental effects of the proposed project related to noise were adequately examined in the SVSP EIR, the City considered an expert analysis prepared by J. C. Brennan, acoustical engineers, a consulting firm with recognized expertise in noise issues. City staff has reviewed the noise analysis, and is aware that the J.C. Brennan firm has a professional reputation that makes its conclusions presumptively credible. Based on its own review of the analysis, City staff accepts the conclusions in the report, a copy of which is attached hereto as Exhibit C.

As identified in the FEIR, construction activities on the site could expose nearby tenants/landowners to increased noise levels, including ground-born vibrations.³⁰

The FEIR identified that well drilling could be over a 24-hour period for the municipal well yet to be installed which would be a significant unavoidable impact³¹. This well would be constructed with injection capability, which could be operated as an injection well if the City's Aquifer Storage and Recovery (ASR) program, which is currently pending environmental review, is approved by the City Council. A condition of the Westbrook project requires that the well be constructed by the landowners prior to construction of any residences within 500 feet of the well location. With this measure, impacts would be less than significant.

Development of Westbrook would also result in other similar construction-related noise impacts as identified for the SVSP. Existing residents within the WRSP could be impacted by construction activities on the northern boundary. MM 4.6-1 (*Construction Noise Reduction*) would apply. It requires compliance with the City's Noise Ordinance, as well as specific measures pertaining to the siting of equipment and designation of a construction disturbance coordinator among other things.³²

Three commercial parcels (WB-40, WB-41 and WB-44) are proposed in Westbrook adjacent to proposed medium and high-density residential uses. As identified on page 4.6-29 of the FEIR, commercial facilities could exceed City standards, resulting in potentially significant impacts on adjacent residents. WMM 4.5-4 requires that the design of the commercial centers meet noise standards through the use of setbacks, barriers, and other measures. Particular attention shall be given to loading docks, onsite truck circulation, and heating and ventilation equipment. With design measures, noise impacts can be reduced to a less than significant level.

A neighborhood park is proposed in the plan area. Due to the passive nature of parks, the City has determined that neighborhood parks adjacent to residential uses are compatible. Therefore, park noise impacts are considered less than significant³³.

With urban development would be an increase in traffic and associated traffic noise levels. Residential uses could be located near roadways such as Westbrook Drive, Santucci Boulevard and Pleasant Grove Boulevard. This is considered a significant impact. MM 4.6-4 (*Traffic Noise Attenuation*)

³⁰ Pages 4.6-25 – 4.6-26 of the FEIR.

³¹ Page 4.6-26 of the FEIR.

³² Page 4.6-53 of the FEIR.

³³ Page 4.6-34 of the FEIR.

requires that noise barriers could be used to achieve compliance with the City of Roseville 60 db Ldn exterior noise level standard along major project roadways if acoustical studies warrant sound attenuation³⁴.

It is expected that traffic noise from the project will also increase outside the project area within the existing City limits and areas of unincorporated Placer County. This impact was identified as significant and unavoidable, in large part because the City does not control improvements outside the City.³⁵

The proposed project site is not located within an airport land use plan area. Nor is it located within two miles of an airport or within the vicinity of a private airstrip. However, the project site is subject to over-flight activity from McClellan Airfield, Sacramento International Airport, and Lincoln Airport. While no noise standards would be exceeded by over flight of aircraft, future residents may be annoyed by what is referred to as single event noise, by the sound of low aircraft, particularly at night. No mitigation has been identified to reduce this impact to a less than significant level. The project will be conditioned to notify future residents of the potential for over-flights. This impact would remain significant and unavoidable as identified in the FEIR.³⁶

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to noise. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

12. Population and Housing

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X		
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X		

³⁴ Page 4.6-55 of the FEIR.

³⁵ Page 4.6-44 of the FEIR.

³⁶ Page 4.6-51 of the FEIR.

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			X		

Discussion of Checklist Answers

The project will result in an increase in the number of housing units over what is currently anticipated in the General Plan. As noted above, the 2,029 additional units would result in a significant increase to the overall units within the Specific Plan planning area, which would induce substantial population growth, which was identified in the FEIR as significant and unavoidable³⁷. The FEIR identified that annexation to the City of Roseville with the extension of infrastructure and services would result in increased residences and commercial opportunities. The prospect of growth by itself, does not translate into an adverse effect on the environment. Instead growth may result in physical impacts to various kinds of natural resources such as air, water or land. It should be noted that the density is generally consistent with the densities found in the SVSP and WRSP.

The proposed project would not result in a significant change in the jobs/housing balance in the City of Roseville.³⁸

No existing buildings or residents are present in the project area; therefore, no communities would be displaced³⁹.

The project will contribute low income affordable housing units and the project will not displace affordable housing. The proposed increase in units allocated to the property will increase the number of units that can be sold at market rate, which will assist the applicant in producing the affordable units required of the project. Further, the project is subject to the City's 10 percent affordable housing goal.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to population and housing. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these "environmental effects of the [site-specific project] . . . were covered in the program EIR."

13. Public Services

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

³⁷ Page 4.2-19 of the FEIR

³⁸ Page 4.2-11 of the FEIR.

³⁹ Page 4.2-18 of the FEIR.

construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Fire protection?			X		
b) Police protection?			X		
c) Schools?			X		
d) Other public facilities?			X		

Discussion of Checklist Answers:

The Police Department has determined that the increase in development will not affect service to the area, consistent with the analysis in the FEIR⁴⁰.

Fire Station #9 is under construction in the West Plan and a new Fire Station is proposed within the SVSP. The Fire Department has reviewed the project and determined that it will be able to adequately serve the project consistent with the analysis in the FEIR⁴¹.

Schools

While the majority of the SVSP is within the Center Unified School District, most of the Urban Reserve area is within the Roseville Joint Union High School District and the Roseville City School District. The following chart shows the projected students within the Westbrook project.

**TABLE 7
WESTBROOK STUDENT GENERATION RATES**

	LDR/MDR Students per unit	HDR Students per unit	CMU Students per unit	Students Generated
Center Unified School District				
K-6	0.354	0.046	0.046	90
7-8	0.158	0.034	0.034	47
9-12	0.272	0.042	0.042	73
Roseville City School District				
K-5	0.2930	0.1365	N/A ⁴²	360

⁴⁰ Page 4.11.5 of the FEIR.

⁴¹ Page 4.11-13 of the FEIR.

⁴² No CMU uses are proposed in the Roseville City or Roseville Unified School Districts.

6-8	0.1247	0.0407	N/A	150
Roseville Joint Unified School District				
9-12	0.161	0.036	N/A	191

The FEIR identified impacts to schools as less than significant⁴³.

As part of the project, a new elementary school within the Roseville City School District is proposed in the plan area. Approximately 150 intermediate students would attend school in the West Plan. The remaining students in grades 9-12 would add additional students within the Oakmont High attendance area, until completion of a new high school in the West Plan. With a district of 9,000 students, the impact would be less than significant.

The project would also add additional students to the Center Unified School District. It is expected that elementary and intermediate level students would attend planned schools in other portions of the Sierra Vista Specific Plan area. High school students would need to be bused or drive to Center High School outside of the plan area.

Within the Center School District the increase of students anticipated to be generated from the new units would not result in the added need for new school facilities.

The project will pay school fees to each school district within its boundaries 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).)

The project will implement MM 4.11.3 (*Safe Routes to School*), which requires the applicant to work with the school districts to identify safe routes to school both within and outside the plan area⁴⁴.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to public services. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c) (4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

⁴³ Page 4.11-28 of the FEIR.

⁴⁴ Page 4.11-40 of the FEIR.

14. Recreation

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?			X		
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X		

Discussion of Checklist Answers:

As identified in the FEIR, the project would have a less than significant impact on parks and recreation facilities.⁴⁵

The General Plan contains a policy requiring nine acres of parkland per every 1000 residents. The addition of 2,029 new units over the original allocation generates a parkland dedication requirement of 46 acres of citywide, neighborhood and open space park uses. The project includes the dedication of 15.5 acres of neighborhood park and 36 acres of open space. Additionally, the units will pay neighborhood and City wide park fees at issuance of a building permit. With the combination of land dedication and the payment of park fees, the potential impact to park services is considered less than significant.

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts not previously identified in the SVSP Final EIR to parks, recreation and open space. Thus, pursuant to CEQA Guidelines section 15168, subdivision (c)(4), the City finds that these “environmental effects of the [site-specific project] . . . were covered in the program EIR.”

⁴⁵ Page 4.11-38 of the FEIR.

15. Transportation/Traffic

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?	X				
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads and highways?			X		
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X		
d) Substantially increase hazards due to a design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X		
e) Result in inadequate emergency access?			X		
f) Result in inadequate parking capacity?			X		
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X		

Discussion of Checklist Answers:

The project will be conditioned to provide roadway improvements within the development area, including an extension of a portion of Pleasant Grove Boulevard, Westbrook Boulevard, Santucci Boulevard, and various internal streets.

Although the cumulative traffic analysis for the SVSP, in projecting impacts for the entire SVSP and other reasonably foreseeable future development, assumed a level of development in the Urban Reserve properties similar to those assumed for other portions of the Specific Plan area,⁴⁶ the City's traffic model currently assumes no development of the site. The proposed project includes 2,029 lots, which would increase PM peak hour traffic volumes. The City improvement standards require that a long term traffic study be prepared if the increase in PM peak hour traffic volumes exceed 50 vehicles.

In order to determine whether the cumulative traffic analysis for the SVSP adequately examined the traffic impacts of the proposed project and to conduct an "Existing Plus Project" analysis for the proposed project, the City considered an expert analysis prepared by Fehr & Peers, which completed an "existing plus Westbrook Property" traffic analysis (attached hereto as Exhibit D). City staff has reviewed the Fehr and Peers analysis, and is aware that the firm has a professional reputation that makes its conclusions presumptively credible. Based on its own review of the analysis, City staff accepts the conclusions in the report.

In conducting a new "Existing Plus Project" analysis to supplement the cumulative analysis found in the Final EIR, Fehr and Peers analyzed all existing signalized intersections in the City of Roseville, along with 17 intersections, 25 roadway segments, and 12 freeway segments located in adjacent jurisdictions. The list of study facilities includes those analyzed in the SVSP FEIR plus several additional facilities.

The following summarizes the key findings of the analysis:

- The City of Roseville has established a Level of Service (LOS) policy whereby at least 70 percent of signalized intersections in the City should operate at LOS C or better during the PM peak hour. Currently, 95 percent of all signalized intersections operate at LOS C or better during the PM peak hour. The existing plus project scenario would maintain this percentage, and therefore not cause an inconsistency with this policy.
- The Westbrook Property would cause project-specific impacts at two intersections in Roseville, two intersections in Placer County, one road segment in Placer County, one intersection in Sutter County, and two Caltrans freeway facility segments. Each impact is described in the traffic report, along with a recommended mitigation measure, and resulting operations, and residual significance. Each of these impacts can either be mitigated to a less than significant level, or were previously identified as being significant and unavoidable impacts as part of the SVSP Final EIR (2010).

⁴⁶ Page 5-18 of the Final EIR.

**TABLE 8
WESTBROOK TRIP GENERATION**

Land Use	Amount	Daily Trip Rate	Daily Trips
Single Family	1,340 DU	9	12,060
Multi-family	689 DU	6.5	4,479
Retail	457.81 ksf	35	16,023
Office	54.89ksf	17.7	972
Elementary School	750 students	1.0	750
Neighborhood Parks	15.5 acres	2.2	34
Total			34,318

The City of Roseville base year traffic model was used to estimate the directionality of external vehicle trips. Under the existing plus project scenario, project access is provided entirely from Pleasant Grove Boulevard west of Fiddymment Road.

The project would cause the following two intersections, that were not identified in the SVSP EIR, to degrade from LOS C to D during the PM peak hour in the existing plus project scenario.

1. Baseline Road/Fiddymment Road
2. Galleria Boulevard/Roseville Parkway

As noted on page 4.3-73 of the SVSP FEIR, the City of Roseville General Plan has previously adopted findings of overriding consideration to establish LOS E as an acceptable LOS at the Baseline Road/Fiddymment Road intersection and LOS F as an acceptable LOS at the Galleria Boulevard/Roseville Parkway intersection. Therefore, impacts to these intersections are considered less than significant. Proposed improvements as part of the SVSP project would ensure that the Baseline Road/Fiddymment Road intersection will operate at acceptable levels with the project. The Westbrook project would contribute to these improvements through fair share contributions to the CIP.

PROJECT IMPACTS AND MITIGATIONS

Significant impacts of the Westbrook property were identified based on the results presented in and the thresholds of significance established in the SVSP FEIR (2010). The project would cause potentially significant impacts at the following locations, all of which were identified in the SVSP EIR:

1. Roseville: Baseline Road/Fiddymment Road (LOS C to D during the PM peak hour)
2. Roseville: Galleria Boulevard/Roseville Parkway (LOS C to D during the PM peak hour)
3. Placer County: Locust/Baseline (LOS E to F during PM peak hour)
4. Placer County: Walerga Road/PFE Road (LOS D to E during the AM peak hour and LOS C to D during the PM peak hour)
5. Placer County: Walerga Road south of Baseline Road (LOS D to E on a daily basis)
6. Sutter County: Pleasant Grove Road South/Riego Road (LOS D to E during the PM peak hour)
7. Caltrans: I-80 from Sacramento County line to Taylor Road (LOS F conditions exacerbated)

8. Caltrans: SR 65 from I-80 to Blue Oaks Boulevard (LOS F conditions exacerbated)

Each impact is described below, followed by a mitigation measure to which the applicant has agreed.

- 1) *Development of the project would worsen operations from LOS C to D conditions during the PM peak hour at the Baseline Road/Fiddymont Road intersection.*

The addition of project traffic would worsen this intersection from LOS C (v/c 0.80) to LOS D (v/c 0.89) during the PM peak hour. This impact was previously identified in the SVSP FEIR⁴⁷. The City of Roseville General Plan has previously adopted findings of overriding consideration for this intersection to establish LOS E as an acceptable condition at 2025 market rate build out. Additional improvements planned as part of the SVSP project include widening Fiddymont Road and improving all approaches of the intersection, which would consist of dual left-turn lanes and three through lanes, which would result in LOS A conditions with the project. Consistent with mitigation measure MM 4.3-1 (*Roseville Intersections: Pay Fair Share of Improvements in the CIP*), the Westbrook project would pay CIP fees to help fund these and other improvements⁴⁸. Therefore, this impact is considered less than significant.

- 2) *Development of the project would worsen the intersection of Galleria Boulevard and Roseville Parkway from LOS C to D conditions during the PM peak hour in the City of Roseville.*

The addition of project traffic would worsen this intersection from LOS C (v/c 0.81) to LOS D (v/c 0.83) during the PM peak hour. This impact was previously identified in the SVSP FEIR⁴⁹. The City of Roseville General Plan has previously adopted findings of overriding consideration for this intersection to establish LOS F as an acceptable condition at 2025 market rate build out.

Additional improvements planned include a fourth eastbound and westbound through lane and a third southbound through lane, which would result in LOS C conditions with the project. Consistent with MM 4.3-1, the Westbrook project will be paying CIP fees to help fund these and other improvements⁵⁰. Therefore, this impact is considered less than significant with mitigation.

- 3) *Development of the project would cause operations at the Baseline Road/Locust Road intersection in Placer County to worsen from LOS E to F during the PM peak hour.*

This all-way stop-control intersection would worsen from LOS E to F with the addition of project traffic. This impact is considered significant and was identified in the FEIR⁵¹.

⁴⁷ Page 4.4-73 and 4.3-75 of the FEIR.

⁴⁸ Page 4.4-178 of the FEIR.

⁴⁹ Page 4.4-73 of the FEIR.

⁵⁰ Page 4.3-178 of the FEIR.

⁵¹ Page 4.3-83 of the FEIR.

Construction of exclusive eastbound and westbound left-turn lanes would improve the operation of this intersection to LOS B. The City of Roseville currently participates in a joint fee program with Placer County for improvements along Baseline Road, including the construction of this improvement. Development within the Westbrook Property will be required to participate in this fee program and pay fair share costs for this improvement⁵². As such, this impact would be reduced to less than significant.

- 4) *Development of the project would cause unacceptable conditions during the AM and PM peak hours at the Walerga Road/PFE Road intersection in Placer County*⁵³.

The addition of project traffic would worsen this intersection from LOS C to D during the PM peak hour. Unacceptable AM peak hour operations would also be exacerbated to a significant degree. This impact is considered significant.

Construction of a second northbound and southbound through lane would improve the operation of this intersection to LOS B during the AM peak hour and LOS A during the PM peak hour. Currently this improvement is identified in Placer County's CIP for which fee's are being collected. The City currently participates in a joint fee program with Placer County for improvements along Walerga Road, including the construction of this improvement. Development within the Westbrook Property will be required to participate in this fee program and pay fair share costs for this improvement. As such, this impact would be reduced to less than significant.

- 5) *Development of the project would cause unacceptable conditions to be degraded on Walerga Road south of Baseline Road in Placer County.*

The addition of project traffic would worsen daily conditions from LOS D to E. The v/c ratio would increase by 0.07, which exceeds the 0.05 threshold. This impact is considered significant.

The widening of this facility to four continuous lanes would improve the operation of this segment to LOS A. Currently this improvement is identified in Placer County's CIP, for which fees are being collected. As a condition of approval, the Westbrook Project will be obligated to pay its fair share costs to the County. As such, this impact would be reduced to less than significant. However, the City/County fee program does not currently include widening of this segment to four continuous lanes. This impact is considered significant and unavoidable. Because the SVSP FEIR also identified this impact to be significant and unavoidable, the Westbrook amendment would not result in any greater impacts than already analyzed in the SVSP EIR.

⁵² MM 4.3-2 (Placer County Intersections: Pay Fair Share of Improvements), Page 4.3-180.

⁵³ Pages 4.3-83 and 4.3-89 of the FEIR.

- 6) *Development of the project would cause operations to worsen during the PM peak hour at the Pleasant Grove Road South/Riego Road intersection in Sutter County*⁵⁴.

The addition of project traffic would worsen PM peak hour conditions from LOS D to LOS E. It should be noted that delay levels at this intersection are currently at the LOS D/E cusp, meaning that even a marginal increase in traffic would likely cause a LOS degradation. Nevertheless, this impact is considered significant.

Construction of an additional eastbound through lane would improve the operation of this intersection to LOS B, which meets the County's LOS policy. However, the City of Roseville does not have control over improvements on Sutter County roadways. The City previously concluded this impact to be significant and unavoidable, and prepared a statement of overriding considerations for this impact. As identified in the EIR⁵⁵, MM 4.3-7 (*Sutter County Facilities*), the City is committed to and will initiate contact with Sutter County officials to explore the feasibility of developing a joint fee program, wherein the effects of development across jurisdictional boundaries are addressed. If adopted, the Westbrook property will be made part of such a fee program. Therefore, this impact is not greater than previously analyzed in the SVSP EIR.

- 7) *Development of the proposed project would add traffic to I-80 between the Sacramento County Line and Taylor Road, which currently operates unacceptably*⁵⁶.

The project would add between 400 and 700 vehicles per day to various segments along this freeway. This increase would represent between 0.2 and 0.4 percent of the total amount of traffic already using this facility. Since Caltrans deems any additional traffic to a segment operating unacceptably to be a significant impact, the City has chosen to defer to Caltrans on this point and considers the impact to be significant.

Improvements have recently been made and additional improvements are currently under construction in this segment of I-80 to add HOV lanes and auxiliary lanes between interchanges. Because the City of Roseville does not have control over the timing, type, and effectiveness of improvements on State facilities, it previously concluded that the SVSP (including its Urban Reserve parcels) would cause a significant and unavoidable impact on this segment of I-80. The City prepared a statement of overriding considerations for the SVSP impact. Consistent with Mitigation Measure MM 4.3-6 (*State Facility Segments*),⁵⁷ the City is committed to working with Caltrans and other agencies in south Placer County to pursue funding for construction of additional improvements to I-80. The Westbrook development would be required to pay its fair share to such a fee program. This impact is not greater than previously identified in the SVSP FEIR.

⁵⁴ Page 4.3-98 of the FEIR.

⁵⁵ MM 4.3-7, page 4.3-185 of the FEIR.

⁵⁶ Page 4.3-105 of the FEIR.

⁵⁷ Page 4.3-184 of the FEIR.

- 8) *Development of the proposed project would add traffic to SR 65 between I-80 and Blue Oaks Boulevard, which currently operates unacceptably.*

The project would add between 100 and 900 vehicles per day to various segments of this freeway. This represents between 0.1 and 0.8 percent of the amount of traffic currently using this facility. Since Caltrans deems any additional traffic to a segment operating unacceptably to be a significant impact, the City has chosen to defer to Caltrans on this point and considers the impact to be significant.

Because the City of Roseville does not have control over the timing, type, and effectiveness of improvements on State facilities, it previously concluded that the SVSP (including its Urban Reserve parcels) would cause a significant and unavoidable impact on this segment of SR 65. The City prepared a statement of overriding considerations for this impact. It is worth noting that the City imposes several impact fees on new development to help fund regional improvements including SR 65 capacity expansions. These include South Placer Regional Transportation Authority (SPRTA) and Highway 65 JPA fees. The Westbrook development would be required to participate in such fees to fund its fair share of improvements. This impact is not greater than was previously identified in the SVSP FEIR.

The proposed uses are substantially consistent with the buildout assumptions; and, while new “Existing plus Project” impacts are identified in conjunction with the proposed project, mitigation has been identified that will be included in the project to reduce these impacts to a less than significant level.

PROJECT IMPACTS UNDER CUMULATIVE 2025 CIP CONDITIONS

Fehr and Peers analyzed the impacts of the Westbrook Property under cumulative 2025 CIP conditions at all existing and future signalized intersections in the City of Roseville. In addition, impacts were analyzed at intersections, roadways, and freeway facilities in adjacent jurisdictions. The analysis considered various approved, pending, and reasonableness land use assumptions along with planned roadway improvements. The following discussion summarizes the results of this analysis:

- Under cumulative “no project” conditions, 90 percent of signalized intersections in the City of Roseville during the AM peak hour and 80 percent of intersections during the PM peak hour would operate at LOS C or better. These percentages exceed the Citywide 70 percent LOS C threshold. The addition of project traffic would not change these percentages. Therefore, the project would maintain the City’s 70 percent LOS threshold.
- The project would cause significant impacts at three signalized intersections in Roseville- Blue Oaks Boulevard/Diamond Creek, Galleria Boulevard/Roseville Parkway and Industrial Avenue/Alantown Drive. As shown in the traffic study, each impact can be mitigated per Mitigation Measure 4.3-1 found in the SVSP EIR- Pay Fair Share of Improvements in the CIP, and will reduce impacts to a less than significant level. The Applicant has agreed to this mitigation, and as part of this project, the City will update the Capital Improvement Program (CIP) to include modified intersection lane assignments and striping per the Westbrook Amendment traffic analysis.

- 9) *Development of the project would worsen operations from LOS C to D conditions during the PM peak hour at the Blue Oaks Boulevard/Diamond Creek intersection.*

The addition of project traffic would worsen this intersection from LOS E (v/c 0.99) to LOS F (v/c 1.01) during the PM peak hour. This impact is considered significant.

The northbound through lane will be restriped to a shared left/through lane. This modification can be accomplished within available right-of-way. With this improvement operations are improved to LOS E (V/C 0.97) with implementation of MM 4.3-1 (*Pay Fair Share of CIP Improvements*). The applicant has agreed to participate in this improvement through the payment of CIP fees to fund this improvement. Therefore, this mitigation would reduce the impact to a less than significant level.

- 10) *Development of the project would worsen the intersection of Galleria Boulevard and Roseville Parkway from LOS E to F conditions during the PM peak hour in the City of Roseville.*

The addition of project traffic would worsen this intersection from LOS E (v/c 1.00) to LOS F (v/c 1.05) during the PM peak hour. This impact was previously identified in the SVSP FEIR⁵⁸. The City of Roseville General Plan has previously adopted findings of overriding consideration for this intersection to establish LOS F as an acceptable condition at 2025 market rate build out.

Additional improvements planned include a fourth eastbound and westbound through lane and a third southbound through lane, which would result in LOS C conditions with the project. Consistent with MM 4.3-1, the Westbrook project will be paying CIP fees to help fund these and other improvements. Therefore, this impact is considered less than significant with mitigation.

- 11) *Development of the project would cause operations at the Industrial Avenue/Alantown Drive to degrade from LOS C (V/C 0.81) to LOS D (V/C 0.82) during the PM peak hour⁵⁹.*

At the time the FEIR was prepared, the document identified impacts to this intersection as significant and unavoidable. However, the traffic consultant, Fehr and Peers, in analyzing the Westbrook project determined that feasible mitigation is available. The addition of a westbound right-turn overlap arrow would improve operations to LOS C with the project. Therefore, with mitigation this impact would be reduced to a less than significant level, which is a lesser impact than identified in the FEIR. The Westbrook project will be required to pay CIP to help fund this and other improvements in the City.

⁵⁸ Page 4.3-132 of the FEIR.

⁵⁹ Page 4.3-141 of the FEIR.

12) *Development of the project would add traffic to already degraded freeway segment operating at LOS E or F under 2025 CIP conditions.*

Improvements have recently been made and additional improvements are currently under construction in this segment of I-80 to add HOV lanes and auxiliary lanes between interchanges. Because the City of Roseville does not have control over the timing, type, and effectiveness of improvements on State facilities, the City previously concluded that the SVSP (including its Urban Reserve parcels) would cause a significant and unavoidable impact on this segment of I-80⁶⁰. The City prepared a statement of overriding considerations for the SVSP impact. Consistent with Mitigation Measure MM 4.3-6 (*State Facilities*), the City is committed to working with Caltrans and other agencies in south Placer County to pursue funding for construction of additional improvements to I-80. The Westbrook development would be required to pay its fair share to such a fee program. This impact is consistent with the impacts previously identified in the SVSP FEIR.

The proposed uses are substantially consistent with the buildout assumptions and the cumulative traffic analysis prepared for the SVSP. Because Fehr and Peers analysis has verified that the proposed project will not result in any significant traffic impacts more severe than those disclosed in the SVSP EIR, the City finds pursuant to CEQA Guidelines section 15168, subdivision (C)(4), that these cumulative “environmental effects of the [site-specific project] were covered in the program EIR.”

16. Utilities and Service Systems

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X		
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X		
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant			X		

⁶⁰ Page 4.3-165 of the FEIR.

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Impact for which SVSP EIR is Sufficient	Less Than Significant Impact	No Impact
environmental effects?					
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X	
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?			X		
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X		
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X		

Discussion of Checklist Answers:

Water Supply

The SVSP Final EIR determined that Urban Reserve water demands would be approximately 1,141 acre feet per year ("afy")⁶¹. Based on project specific studies, water demand for Westbrook – without any conservation achieved through mitigation -- would be approximately 1,112 afy, just slightly more than identified in the FEIR. The Water Supply Assessment (WSA) can be found as Attachment F to this Initial Study.

⁶¹ Page 4.12-49 of the FEIR.

TABLE 9
WATER USE FACTORS AND DEMANDS

Land Use Designation	Abbreviation	Annual Demand	Conservation Demand AFY	Recycled Water AFY	Surface Water AFY
Residential					
Low Density Residential	LDR	425	76	0	349
Medium Density Residential	MDR	262	48	0	214
High Density Residential	HDR	137	14	10	113
Non-Residential					
Commercial Mixed Use	CC (CMU)	18	0	3	15
Community Commercial	CC	106	0	18	88
Park	PR	52	12	33	7
Elementary School	P/QP	39	0	14	25
Well Site	P/QP	1	0	1	0
Lift Station	P/QP	1	0	1	0
Open Space	OS	0	0	0	0
Landscape Corridor	LC	49	28	21	0
Total		1,112	178	101	833

1. Memo From Derrick Whitehead, Director of Environmental Utilities, February 2012.

2. Annual demand based on the Westbrook land use plan, updated August 1, 2011 and includes 2% for losses.

Consistent with SBx7, the state requirement to conserve 20% of water supply by the year 2020, the City requires that the project include a water conservation plan. In order to be consistent with SBx7 as well as the City's Water Efficient Landscape Ordinance. If the described water conservation measures were for Westbrook are implemented (estimated 178 AFY reduction) and if recycled water is used by the project (estimate 101 AFY reduction), it is estimated that Westbrook overall water demand would be reduced by 289 AFY, yielding an adjusted water demand of 833 AFY. The SVSP EIR disclosed that there was a potential shortfall in water supply available to serve the Urban Reserve area; therefore a new source of supply would be required to develop the Urban Reserve area. As shown in Table 7, Water Use Factors and Demand, above, the Westbrook Specific Plan Amendment would require 811 acre feet per year of surface water supply assuming water conservation and use of recycled water. The City currently has 566 acre feet of available surface water supply that could be used to serve a portion of the project demand, leaving 267 acre feet of supply that remains to be filled.

The City has 313 AFY of unentitled water supplies that have been set aside for potential future corporate business centers. These unentitled supplies were set aside for the City to use when working with potential businesses that may be interested in locating in Roseville. The purpose of this reserve is to augment long-term water if the potential business requires more water than what is typically allocated for the corporate center parcel being considered for development. No corporate centers are currently proposed and none are entitled. Therefore, this water is available for use at the City's discretion. It is proposed that 267 acre feet of corporate center water be allocated to the Westbrook project. Approximately 46 acre feet would still be available should a corporate center project be proposed in the future.

According to the Water Supply Assessment (see page 43), the City of Roseville's total projected water supplies for normal, single-dry and multiple-dry years over a 20-year buildout scenario are adequate to meet the projected water demands of the Westbrook project. This is in addition to meeting the existing service area's planned future demand. Because adequate existing water supplies are available to serve the project, this is a less than significant impact. This is less than the impact identified in the Final EIR, which had identified the short fall as significant and unavoidable (page 4.12.1-47 of the FEIR).

Recycled Water

The Average Dry Weather Flow (ADWF) of treated wastewater from Westbrook is estimated to be approximately 0.392 MGD (MacKay and Soms, 2011). The Westbrook peak month recycled water demand, including water conservation, is estimated to be 0.268 MGD. Therefore, since the ADWF of recycled water exceeds the peak day recycled water demand, no supplemental water supply source is required for Westbrook.

Recycled Water Distribution

The Westbrook recycled water distribution system pipeline alignment is a looped system. The main supply pipeline alignment travels north-south through the property from the WRSP system to the SVSP system within the planned extension of Westbrook Boulevard. Another smaller pipeline would travel north-south through the property, connecting the northern most parcel with the SVSP along Santucci Boulevard. The two main east west alignments are located in Pleasant Grove Boulevard and Mountain Glen Drive respectively. Multiple laterals from the main loop alignments would extend along roadways to serve customers outside of the primary loops.

Storage Tank and Pump System

When including the proposed Westbrook water conservation measures, detailed in the Westbrook Water Conservation Plan (Attachment 2 of the Water Supply Assessment included with this Initial Study. The overall recycled water demand for Westbrook is one acre foot a year (AFY) less than the recycled water demand proposed for this area in the SVSP Recycled Water Master Plan and SVSP FEIR. Due to the fact that this decrease in recycled water demand is relatively small, no changes to the WRSP storage tank and pump station expansion plans detailed in the SVSP Recycled Water Master Plan are anticipated. Therefore the planned size of the WRSP storage tank and pump station is appropriate to serve the needs of the WRSP, the WRSP connection to the North Zone, SVSP, and Westbrook.

TABLE 10
MINIMUM TANK SPECIFICATIONS

Parameter	SVSP Base plus Westbrook
Tank Diameter	98 feet
Tank Height (Maximum Level)	32 feet
Minimum Tank Level	5.0 feet
Nominal Tank Volume	1.82 MG

Notes:

1. These dimensions provide the minimum storage requirement of one peak day of flow and flow assumptions for this scenario with a 20% factor of safety.

The Westbrook project will be required to fund its fair share of the following improvements as part of the project:

- **Construct a new recycled water storage tank:** The 1.82 MG tank planned in the SVSP Recycled Water Master Plan is adequate to provide recycled water storage for the SVSP and Westbrook. A total of 0.268 MG of this storage is required for Westbrook. The new recycled water storage tank will be located adjacent to the existing WRSP storage tanks and pump station site.
- **Upgrade the existing WRSP recycled water pump station:** The upgraded WRSP pump station will need to have the ability to pump recycled water to the WRSP, the WRSP connection to the North Zone, SVSP, and Westbrook. The WRSP recycled water pump station must have a pumping capacity of 12,000 gpm with a TDH of 215 ft to supply the complete WRSP/SVSP/Westbrook recycled water distribution system.

Wastewater

The Westbrook project would generate approximately 0.392 million gallons a day average dry weather flow as estimated by MacKay & Soms Civil Engineers, Inc.⁶². This is consistent with the analysis found in the FEIR.⁶³ The Pleasant Grove Wastewater Treatment Plant was sized to accommodate flow from the Urban Reserve area and was evaluated in the West Roseville Specific Plan Final EIR in 2004.⁶⁴

The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts; therefore, there would be no new impacts to utilities not previously identified in the SVSP Final EIR. Thus, the City finds, pursuant to CEQA Guidelines section 15168, subdivision (c), (4), that these “environmental effects of the [site specific project]... were covered in the program EIR.

Solid Waste

Solid waste generated within the Westbrook area of the SVSP would be recycled or disposed at the Western Placer Waste Management Authority (WPWMA) facilities as are current City practices. The project is expected to generate 11,305 tons per year (31 tons per day) of solid waste, all of which will be to be processed at the WPWMA Materials Recovery Facility (MRF). The analysis of the Westbrook area within the SVSP Final EIR assumed a generation of 13,858 tons per year and concludes that in combination with buildout of the City’s General Plan area, the MRF has sufficient capacity to service the project. It further concludes that the life of the landfill will be slightly reduced and with mitigation the impact would be significant and unavoidable, because although the landfill capacity could be increased it is outside the jurisdiction of the City of Roseville. This is consistent with the conclusions in the Final EIR⁶⁵.

⁶² Westbrook Property, a Portion of the Sierra Vista Specific Plan Sanitary Sewer Master Plan, August 24, 2011.

⁶³ Page 4.12.3-15 of the FEIR.

⁶⁴ Page 4.11-66 of the West Plan Final EIR.

⁶⁵ Page 4.12.4-13 of the FEIR.

Mandatory Findings of Significance

Would the project:

Environmental Issue	Potentially Significant	Potentially Significant Unless Mitigated	Impact for which SVSP EIR is Sufficient	Less Than Significant	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, (substantially reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory?			X		
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that 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).			X		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X		

Discussion of Checklist Answers:

The FEIR determined there would be significant cumulative traffic impacts to Roseville, Placer County, Sutter County and Sacramento County with and without Placer Parkway.⁶⁶ Buildout of the project is consistent with the development assumptions in the FEIR.

⁶⁶ Pages 5.11-128 of the FEIR.

The FEIR determined there would be significant cumulative air quality impacts related to construction emissions and operational emissions.⁶⁷ As describe previously greenhouse gas is cumulative in nature, and was determined to be a significant unavoidable impact in the SVSP EIR.

The FEIR determined there would be less than significant cumulative impacts from noise generated by construction activities and stationary source noise associated with ongoing operation.⁶⁸ However on and off-site traffic noise was determined to be cumulatively significant and unavoidable.⁶⁹

The FEIR determined that development of the site for urban uses would have a significant cumulative impact on the loss of vernal pool wetlands and rare plant species⁷⁰.

The FEIR determined that if cultural or paleontological resources are discovered during construction, it would result in potential significant and unavoidable cumulative impacts.⁷¹

The FEIR determined that because cumulative development could require the treatment of water from additional sources that are at present un-assured and unfunded, the construction of which, would result in significant unavoidable impacts, the construction of water delivery infrastructure and potable water treatment for the Urban Reserve lands was conservatively considered to be cumulatively considerable and thus significant.⁷² However, as identified in Section 16, no new source and supply of water will be required to serve the project. Therefore, cumulative impacts on water supply would not be as severe as identified in the FEIR, and the contribution of the proposed project to this cumulative impact would not be cumulatively considerable and less than significant.

The FEIR determined that construction of additional recycled water facilities could accommodate growth which could result in indirect effects (traffic, air quality, loss of habitat and noise) which is considered significant and unavoidable⁷³ The proposed project is within the level of growth analyzed in the FEIR.

The FEIR determined that the construction of new wastewater facilities where such facilities do not exist, could result in potentially significant environmental effects, in part related to construction activities. The construction of additional wastewater facilities could accommodate growth which could result in indirect effects (traffic, air quality, loss of habitat and noise) which is considered significant and unavoidable⁷⁴ The proposed project is within the level of growth analyzed in the FEIR.

The FEIR determined that the project's cumulative contribution to solid waste capacity was significant and unavoidable. Solid waste from the project in combination with other cumulative development would shorten the lifespan of the material recycling facility and the landfill. As a result, both facilities would need to be expanded to create additional capacity or waste would need to be transported elsewhere.

⁶⁷ Pages 5-129 and 5-130 of the FEIR.

⁶⁸ Page 5-131 and 5-132 of the FEIR.

⁶⁹ Page 5-133 of the FEIR.

⁷⁰ Page 5-136 of the FEIR.

⁷¹ Page 5-137 of the FEIR.

⁷² Page 5-153 of the FEIR.

⁷³ Page 5-166 of the FEIR.

⁷⁴ Page 5-166 of the FEIR.

The project's incremental contribution to cumulative solid waste demand is considered significant and unavoidable.⁷⁵

The FEIR determined that the conversion of grassland to urban development in the region is likely to continue, which would significantly alter the visual character of area. This is considered a significant and unavoidable cumulative aesthetic impact to which the project would contribute.⁷⁶ The FEIR determined that the construction of new natural gas transmission facilities for development in the SVSP area, including the Urban Reserve, could result in indirect growth effects (loss of habitat, traffic, air and noise) which could be significant and unavoidable⁷⁷.

All other impacts analyzed in the SVSP EIR were determined to be less than significant (land use, public services, electric demand, etc.). There would be no new significant impacts in these resource areas due to the proposed project. The City of Roseville has determined that cumulative impacts, including the proposed project are not substantially more severe than what was disclosed in the Sierra Vista Specific Plan FEIR.

ENVIRONMENTAL DETERMINATION:

As shown in the checklist prepared as part of this Initial Study, City staff has not identified any significant impacts of the proposed project, whether onsite, offsite or cumulative in nature, that were not already adequately examined in the Sierra Vista Specific Plan EIR. Any environmental effects of the proposed project not adequately examined in the prior EIR are either less than significant or will be less than significant after mitigation agreed to by the applicant. These determinations are based on a review of the SVSP EIR and project specific studies prepared either to verify the adequacy of the EIR analysis or to provide new analysis on issues not adequately examined in the SVSP EIR. City staff has also determined through review of these documents that the Westbrook amendment to the Sierra Vista Specific Plan is compliant with the mitigation measures identified in the EIR.

On the basis of this initial evaluation:

[X] I find that the proposed project with mitigation WOULD NOT have a greater significant effect on the environment than identified in the SVSP FEIR and a MITIGATED NEGATIVE DECLARATION will be prepared.

Initial Study Prepared by:



Kathy Pease, Senior Planner
City of Roseville, Planning Department

⁷⁵ Page 5-167 of the FEIR.

⁷⁶ Page 5-175 of the FEIR.

RESOLUTION NO. 16-133

AMENDING THE GENERAL PLAN TO CHANGE THE TEXT AND
LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN
THE CITY OF ROSEVILLE RELATED TO THE
SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the General Plan of the City of Roseville by changing the permitted land uses on certain property located within the Westbrook portion of the Sierra Vista Specific Plan Area; and

WHEREAS, the Planning Commission held a public hearings on the proposed General Plan amendments on March 24, 2016; and

WHEREAS, on April 20, 2016, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on April 20, 2016, the City Council considered the Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration (SCH # 2008032115, adopted June 25, 2012), which was completed in compliance with the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, and has adopted within the project all mitigation measures within the responsibility and jurisdiction of the City of Roseville that are identified in the Mitigated Negative Declaration and the adopted Mitigation Monitoring Program for the Sierra Vista Specific Plan; and

WHEREAS, the Council desires to approve the proposed 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 as follows:

1. The City Council hereby amends the land use map of the City of Roseville General Plan by changing the General Plan text and by changing land use designations as shown in Exhibits “B” and “C” (hereby described as General Plan 2025), on file with the City Clerk and incorporated herein by reference;

2. The Development Services Director is hereby directed to retain said General Plan Amendment on permanent public display in the Planning Division of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

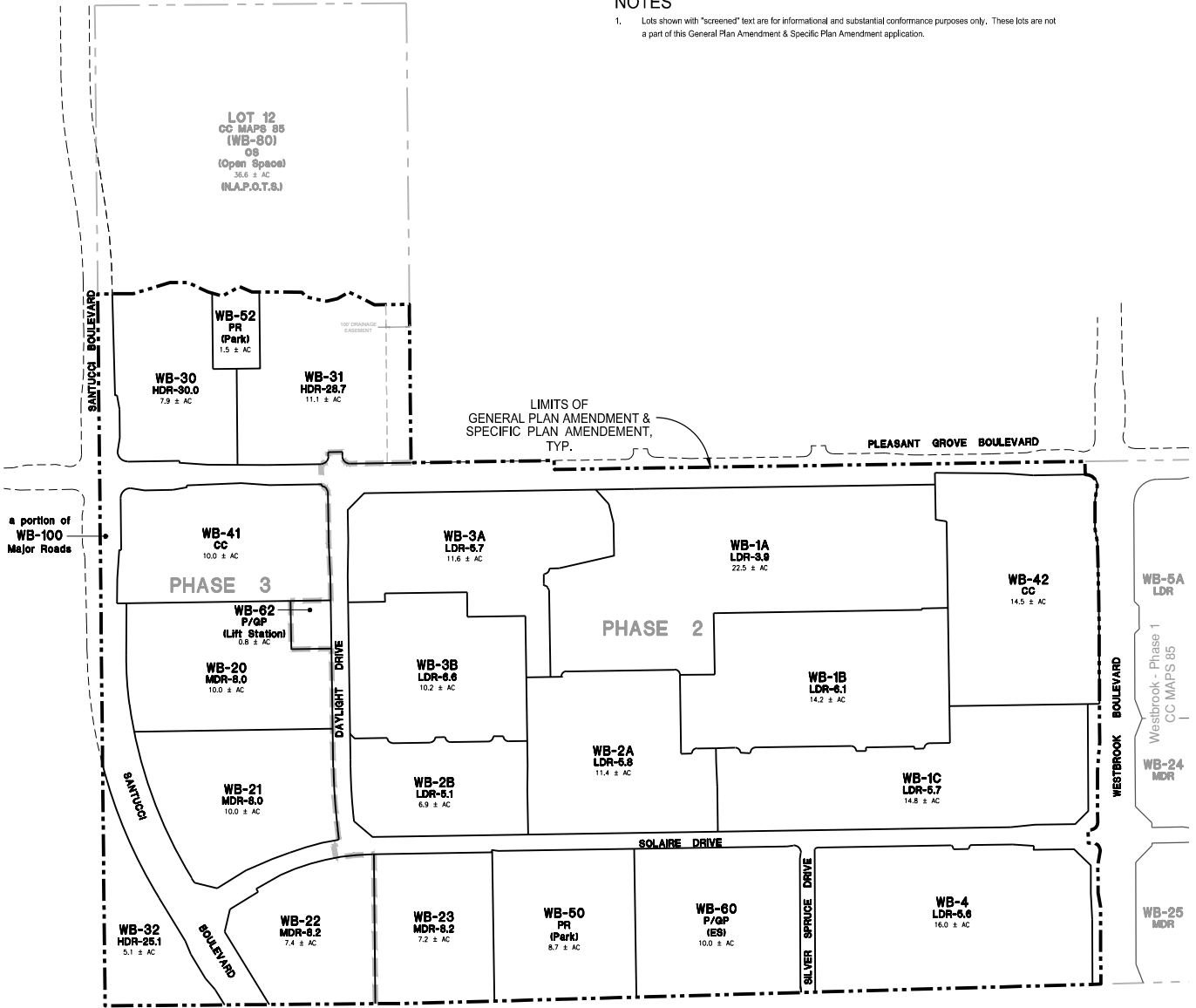
ABSENT COUNCILMEMBERS:

MAYOR

City Clerk



EXISTING GENERAL PLAN & SPECIFIC PLAN



PROPOSED GENERAL PLAN & SPECIFIC PLAN AMENDMENT

EXISTING LAND USE SUMMARY				
Parcel No.	Land Use Designation	Acres	Density	Units
WB-1	LDR	19.1	5.0	96
WB-2	LDR	18.9	5.0	95
WB-3	LDR	14.1	5.0	71
WB-4	LDR	11.7	5.0	59
WB-20	MDR	20.3	8.0	173
WB-21	MDR	8.1	8.0	65
WB-22	MDR	13.1	8.0	104
WB-23	MDR	16.2	8.0	130
WB-30	HDR	4.8	25.0	120
WB-31	HDR	8.2	25.0	207
WB-32	HDR	8.0	25.0	200
WB-33	HDR	6.5	25.0	162
WB-40	CC(CMU)	6.2		
WB-41	CC	19.3		
WB-42	CC	12.9		
WB-43	CC	4.3		
WB-50	PR	9.6		
WB-52	PR	1.5		
WB-60	P/QP	10.0		
WB-62	P/QP	0.8		
a portion of WB-100	Major Roads	26.8		
TOTALS		240.4 AC.		1,482 DU

GENERAL PLAN AMENDMENT &
SPECIFIC PLAN AMENDMENT EXHIBIT

for

Westbrook - Phases 2 & 3

A portion of the Sierra Vista Specific Plan Area

Scale: 1" = 300'

Roseville, California

March 4, 2016

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1352 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

- NOTES
1. Lots shown with "screened" text are for informational and substantial conformance purposes only. These lots are not a part of this General Plan Amendment & Specific Plan Amendment application.

PROPOSED LAND USE SUMMARY				
Parcel No. ⁽¹⁾⁽²⁾	Land Use Designation	Acres	Density	Units
WB-1A	LDR (Active Adult)	22.5	4.0	87
WB-1B	LDR (Active Adult)	14.2	6.0	87
WB-1C	LDR (Active Adult)	14.8	6.0	85
WB-2A	LDR (Active Adult)	11.4	6.0	66
WB-2B	LDR (Active Adult)	6.9	5.0	35
WB-3A	LDR (Active Adult)	11.6	6.0	66
WB-3B	LDR (Active Adult)	10.2	7.0	67
WB-4	LDR	16.0	6.0	89
WB-20	MDR	10.0	8.0	80
WB-21	MDR	10.0	8.0	80
WB-22	MDR	7.4	8.0	61
WB-23	MDR	7.2	8.0	59
WB-30	HDR	7.9	30.0 ⁽²⁾	237
WB-31	HDR	11.1	25.0	255
WB-32 ⁽³⁾	HDR	5.1	25.0	128
WB-41	CC	10.0		
WB-42	CC	14.5		
WB-50	PR	8.7		
WB-52	PR	1.5		
WB-60	P/QP	10.0		
WB-62	P/QP	0.8		
a portion of WB-100	Major Roads ⁽⁴⁾	28.6		
TOTALS		240.4 AC.		1,482 DU

- (1) Specific Plan Parcel WB-40 (CMU) to be merged with proposed Parcels WB-30 (HDR) & WB-31 (HDR) by the accompanying Tentative Large Lot Merger & Resubdivision Map.
- (2) Density of 29.0 calculated using net acres of 8.9 ± AC (net of drainage easement & LSE).
- (3) Existing Parcel WB-62 (P/QP) to be merged with proposed Parcel WB-32 (HDR) by the accompanying Tentative Large Lot Merger & Resubdivision Map.
- (4) Major Roads include public road rights-of-way, Paseo lots, and Landscape Corridor lots, all to be dedicated to the City of Roseville.
- (5) Parcels WB-33, WB-40, and WB-43 have been eliminated as part of the GPA & SPA.

that new opportunities will be created for private investment, in both residential and commercial markets. At buildout, the Plan area is expected to accommodate approximately 1,190 residents and increase the amount of development on Riverside Avenue from 220,300 square feet to ±510,000 square feet (0.60 average FAR for properties designated as Commercial Mixed Use within the Plan area).

Downtown Specific Plan

The Downtown Specific Plan (DTSP) was adopted in April 2009. The Specific Plan encompasses 176 acres and includes the Historic Old Town, Vernon Street District, and Royer and Saugstad Parks. The Plan area is divided into 11 districts and emphasizes the addition of mixed-use and residential development. At buildout, the Plan area is expected to accommodate 900,000 square feet of new ground floor retail development, 1,020 new residential units, and a cumulative total of 4.4 million square feet. The DTSP is the overriding policy document and contains the guiding principles for development of the plan area. The associated Downtown Code is the implementing document that takes the policies from the DTSP and physically applies them to the parcel/districts. The Downtown Code has been adopted in Chapter 19.31 of the Roseville Municipal Code, and includes development and sign regulations, regulatory incentives and design guidelines that are unique to the plan area.

Sierra Vista Specific Plan

The Sierra Vista Specific Plan was adopted in May 2010 ~~and amended in 2012~~, and includes 2,081~~66~~ acres west of Fiddymont Road, north of Baseline Road. The Plan area was annexed into the City of Roseville from unincorporated Placer County. The Specific Plan includes 8,679 single and multi-family units, including approximately ~~493 age-restricted units, 241 259~~ acres of Commercial, ~~105 106~~ acres of Park, 317 acres of Open Space, 46 acres of Schools and 40 acres of Urban Reserve. At buildout, the Plan area is expected to accommodate approximately 22,252 ~~652~~ residents and provide 9,000 jobs.

Creekview Specific Plan

The Creekview Specific Plan was adopted in August 2012 and includes 502 acres northwest of the West Roseville Specific Plan. The plan area was annexed into the City of Roseville from unincorporated Placer County. The Specific Plan includes 2,011 single and multi-family units, 19 acres of Commercial and Commercial/Business Professional, 16 acres of Parks, 133 acres of Open Space, 10 acres for schools and other Public/Quasi-Public uses, and 40 acres of Urban Reserve. At buildout the plan area is expected to accommodate 5,249 residents and provide 5,500 jobs.

SPHERE OF INFLUENCE

Included within Roseville's primary planning area are approximately 856 acres of land within the City's sphere of influence as reflected on Figure II-1 and Table II-1. These lands, while not within the City's incorporated boundaries, do bear relation to Roseville's planning efforts. Lands within the City's sphere of influence are considered likely to be within the ultimate physical boundaries and service area of Roseville. Although it is not required that the city annex these areas, it is probable that these areas will be considered for annexation in the future.

The City does not have the jurisdiction or ability to control projects within its sphere, but it does receive notices and may comment on any such projects. All potential annexations, and expansions of the sphere of influence, are considered by the City in accordance with the policies of the Growth Management component of this element, and are subject to approval by the Placer County Local Agency Formation Commission (LAFCO).

In addition, the City has an expanded cooperation agreement in place with Placer County for the area within its sphere of influence to the west. This area is commonly referred to as the City/County Memorandum of Understanding (MOU) area, which provides guidelines for the City or County to follow to ensure that development proposed within it is planned for cooperatively though input from both agencies.

**TABLE II-2
TOTAL LAND USE ALLOCATION**

USE CATEGORY	GROSS ¹ ACRES	% OF TOTAL ACRES
Residential (RES)	<u>12,396</u> 12,379	45%
Commercial (COM)	<u>2,212</u> 2,230	8%
Business Professional (BP)	786	3%
Industrial (IND)	2,534	9%
Open Space (OS)	2,984	10%
Park & Recreation (PR)	<u>2,098</u> 2,099	8%
Public/Quasi Public (P/QP)	2,700	10%
Right of Way (ROW)	<u>1,848</u> 1,846	7%
TOTAL	27,558	100%

SOURCE: City of Roseville Planning Division

**TABLE II-3
LAND USE ALLOCATION BY INCORPORATED
SUBAREA (in acres)**

SUBAREA	RES	COM ²	BP	IND ³	OS ⁴	PR ⁵	P/QP ⁶	ROW	TOTAL ACRES
INFILL	3,349	571	201	909	479	470	2,109	425	8,513
SERSP	559	83	99	0	74	111	20	78	1,025
NERSP	132	300	308	0	94	13	10	97	955
NWRSP	1,759	119	11	0	155	353	107	158	2,663
NCRSP	656	339	162	78	183	100	75	229	1,820
NIPA	202	49	0	1,457	170	32	6	129	2,045
DWSP	659	13	0	0	98	378	4	51	1,202
HRNSP	294	162	0	0	37	37	48	99	678
NRSP	998	81	0	0	184	118	68	121	1,570
SRSP	616	35	5	0	270	78	23	90	1,117
WRSP	1,750	63	0	88	705	251	147	158	3,162
RGSP	21	29	0	0	0	0	0	0	50
DTSP	27	110	0	2	0	37	0	0	176
SVSP	<u>1,133</u> 98	<u>241</u> 57	0	0	357	<u>105</u> 6	72	<u>173</u> 80	2,081
CSP	248	19	0	0	177	16	10	32	502
TOTAL ACRES	<u>12,395</u> 79	<u>2,214</u> 30	786	2,534	2,984	<u>2,098</u> 9	2,700	<u>1,840</u> 7	27,559

SOURCE: City of Roseville Planning Division
Last Updated: December 10, 2014

¹ Gross acreage includes road and highway rights-of-way, easements, etc.

² Commercial includes neighborhood commercial, community commercial, regional commercial and central business district.

³ Industrial includes general industrial, light industrial, and transfer station.

⁴ Open Space includes open space, floodplain open space, wildlife/vernal pool preserves, and 80 acres of Urban Reserve.

⁵ Parks and Recreation includes developed park and recreation areas and golf courses.

⁶ Public/Quasi Public includes day care, schools, churches, fire stations, electrical substations, corporation yards, and park & ride lots.

**TABLE II-4
RESIDENTIAL UNITS AND POPULATION BY INCORPORATED
SUBAREA**

SUBAREA	DWELLING UNITS			POPULATION ¹		
	(2010)	(2025)	Buildout	(2010)	(2025)	Buildout
Infill	15,409	16,349	16,349	40,217	42,671	42,671
Southeast Roseville	3,047	3,163	3,163	7,953	8,255	8,255
Northeast Roseville	933	1,350	1,350	2,435	3,524	3,524
Northwest Roseville	8,941	9,068	9,068	23,336	23,667	23,667
North Central Roseville	4,247	4,487	4,711	11,085	11,711	12,296
North Industrial	1,043	1,043	1,043	2,722	2,722	2,722
Del Webb	3,210	3,210	3,210	5,859	5,859	5,859
Highland Reserve North	1,669	1,669	1,669	4,356	4,356	4,356
North Roseville	4,887	6,072	6,072	12,755	15,848	15,848
Stoneridge	2,446	2,861	2,861	6,384	7,467	7,467
West Roseville	2,899	10,478	10,478	6,996	26,651	26,651
Riverside Gateway	204	456	456	532	1,190	1,190
Downtown	255	638	2,272	666	1,665	5,930
Sierra Vista	0	5,905	8,679	0	15, 012 <u>412</u>	22, 252 <u>652</u>
Creekview	0	2,011	2,011	0	5,249	5,249
TOTAL	49,190	67,991	73,392	125,296	175,847 176,247	187,937 188,337

SOURCE: City of Roseville Planning Division
Last Updated: December 10, 2014

¹ Assumes 2.61 persons per household except for 3,110 units in Del Webb, 493 units in Sierra Vista, and 704 units in West Roseville which utilize a 1.8 persons per household multiplier (2010 Census).

When the West Roseville Specific Plan was approved in 2004, the General Plan land use allocation was adjusted to 56,441 dwelling units. This does not include the dwelling units in the reserve. In 2005 and 2006, the unit allocation was adjusted with approval of the Longmeadow rezone, Fiddymont 44 rezone, and Riverside Gateway Specific Plan. In addition, 8,727 acres of commercial, business professional, industrial and other non-residential uses have been allocated. With the exception of the reserve units, land use entitlements have been allocated to all properties on the land use map.

With the adoption of the Creekview Specific Plan in 2012 the General Plan dwelling unit allocation was adjusted for a total unit allocation as shown in Table II-4.

Person-per-household (PPH) estimates for Roseville have varied from an average of 2.65 to 2.54 since 1984. In addition, there are 4,307 ~~3,814~~ units associated with the age restricted low density residential units in the Del Webb, Sierra Vista, and West Roseville Specific Plan areas with a lower estimated PPH of 1.8. Because the PPH figures are inexact and fluctuate over time, the General Plan focuses on units rather than population. The total population estimate at buildout is shown in Table II-4.

GROWTH TASK FORCE

During the late 1980's, the City of Roseville grew into a recognized urban center and has been designated as a "Central City" of the Sacramento Metropolitan Statistical Area (MSA) since 1985. This transformation has brought concerns about growth within the City and its effects on the quality of life, ability to provide services, and preservation of community character and identity. These concerns resulted in the formation of a City Council appointed "Growth Task Force" in 1989/90 to examine how the City can best influence and direct growth.

While the Growth Task Force Report was prepared in 1990, its principles still remain valid today. The Growth Task Force identified a number of assumptions about growth, including the following:

- Growth will occur
- Growth is not necessarily bad

- Uncontrolled growth is undesirable
- No growth or excessively slow growth is undesirable because it would lead to greater growth in surrounding areas, leaving Roseville a "pass through City"
- Growth should pay its own way and those responsible for growth shall mitigate the adverse impacts caused by it
- Growth must be managed and prepared for
- Growth must be evaluated in a regional context, not in isolation
- Growth has both tangible and intangible benefits
- Communication between City residents and the City Council is effective in monitoring the intangible effects of growth

The concerns and recommendations identified by the Growth Task Force form the basis for the goals and policies of this component. The full findings of the Task Force are contained in the "Growth Task Force Report" dated October 1990 and available through the Planning Department.

GROWTH MANAGEMENT VISIONING COMMITTEE

Due to a number of significant growth proposals for nearby unincorporated lands, there is a high level of interest in the Roseville community concerning the potential impacts of growth on community character, quality of life, boundaries, and population. In response to this interest, the City Council felt it was appropriate to update the City's vision and review the current policy framework via citizen dialogs. With this in mind, the City Council appointed a 20 member Growth Management Visioning Committee (GMVC) in September 2004. The GMVC was charged with reviewing current General Plan Growth Management Policies, and developing a vision and policy recommendations to guide the City's physical development to 2025.

The GMVC recommendations were adopted by the City Council in April 2005 and included the following elements: 1) Findings, 2) Vision for the Future Growth and Development of Roseville, 3) Core Growth Management Policy Concepts, and 4) Committee Recommended Action Steps. Copies of the GMVC Report and Recommendations are available at the Planning and Redevelopment Department.

TABLE III-3 (CONTINUED) EXISTING AND 2025 PM PEAK HOUR LEVELS OF SERVICE AT SIGNALIZED INTERSECTIONS IN THE CITY OF ROSEVILLE					
INTERSECTION		EXISTING CONDITIONS		2025 CONDITIONS	
ID	NAME	LOS	V/C	LOS	V/C
197	Baseline Rd & KT-43	n/a		A	0.58
198	Baseline Rd & DF-40/DF-41	n/a		C	0.74
199	Santucci Blvd & Mountain Glen-Solaire Dr	n/a		A	0.41
200	Westbrook Dr & Mountain Glen-Solaire Dr	n/a		A	0.33
201	Pleasant Grove Blvd & SV WB-1 Silver Spruce Dr0.	n/a		A	0.40
202	Westbrook Boulevard & Holt Parkway	n/a		A	0.52
203	Westbrook Boulevard & Creekview Plaza	n/a		A	0.52
204	Blue Oaks Boulevard & Creekview Plaza	n/a		A	0.50
205	HP Way & Blue Oaks Bl.	n/a		C	0.78
206	Painted Desert Dr & Woodcreek Oaks Bl	n/a		C	0.73
207	Crimson Ridge Dr & Woodcreek Oaks Bl.	n/a		B	0.62
P1	Riverside Av & Darling Wy	A	0.55	B	0.64
P2	Vernon & Douglas/Riverside	A	0.48	B	0.65
P3	Vernon & Grant	A	0.38	A	0.56
P4	Vernon & Judah	A	0.33	B	0.59
P5	Vernon & Lincoln	B	0.66	E*	0.99
P6	Washington & Main	A	0.59	D*	0.84
P7	Washington & Oak	A	0.52	C	0.75
P8	Grant & Oak	n/a		n/a	
Total Intersections Analyzed		207			
LOS A-C		160 (77.3%)			
LOS D		28 (13.5%)			
LOS E		9 (4.3%)			
LOS F		10 (4.8%)			
Note: Bold and shading represents intersections with LOS D or worse					
Note: * Pedestrian Overlay: LOS D or Worse Excluded from LOS Policy					
SOURCE: Fehr & Peers, 2011					

lanes, but there may be occasions where they are used in lieu of on-street bike lanes.

The City continues to develop Class I bike paths in parks, greenways, paseos, and open space/recreational/creek corridors. The City develops Class II bike lanes on collector streets and arterials, and Class III routes continue to develop along local streets.

Figure III-6 shows the existing bikeways within the Roseville City limits by facility class. It shows that bikeway connections are currently limited in the City, especially in the older infill areas. Most of the existing bikeways are located in recently developed areas since bikeways were included in the City's ~~nine~~ thirteen specific plans. Figure III-7 shows Roseville's planned bikeway system, which includes the existing bikeway system. It also shows existing and proposed regional connections.

B. OUTLOOK

The popularity of the bicycle has grown and will certainly increase in the City of Roseville for both recreational and transportation/commuter uses. This growth in popularity is due to many factors: social and economic as well as new City and regional programs, such as the Sacramento Area Council of Governments Blueprint as implemented by the City of Roseville's Smart Choices for Roseville policy document.

There is renewed interest in physical fitness and better health among a large portion of the population that has fueled the popularity of the bicycle. Bicycling is also a "clean" form of transportation that appeals to a large and growing part of the population. In addition, the bicycle is gradually proving itself in many communities to be a viable alternative to automotive transportation, often being used in conjunction with transit service. The current and projected growth of the City and the rest of South Placer County will necessitate the development of safe and efficient facilities to handle current and long-range increases in bicycle usage.

Demand for safe and convenient routes for recreational and transportation-related bicycling is growing. The City's Bicycle Master Plan

provides a prioritized list of bike routes and paths to systematically expand and improve Roseville's bikeway system. The Plan ultimately provides a blueprint for a bikeway system that will make bicycling safer, more convenient, and enjoyable for all bicyclists.

One of the greatest challenges in accomplishing the goals and objectives identified in the Bicycle Master Plan is obtaining adequate funding, particularly for projects in the City's infill area. While federal, state and local funding sources are available for bikeways and related facilities, most grant sources require matching funds and the grant application process can be highly competitive. In addition to aggressively pursuing existing sources of funding, such as grants, the City needs to develop innovative new sources of funding.

The success of the bikeway/trails component is predicated on implementation. Implementation is possible through the development of policies that will ensure that the goals for bicycle transportation can be achieved. The most important policy will be a commitment by the City to implement the Bicycle Master Plan.

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE
SEVENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS
ASSIGNEE OF PL ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE 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 amend the Development Agreement By and Between the City of Roseville and West Roseville, LLC, as Assignee of PL Roseville, LP (“Developer”) Relative to the West Roseville Specific Plan.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the 7th Amendment to the Development Agreement, and makes the following findings:

1. The 7th Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the West Roseville Specific Plan;
2. The 7th Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The 7th Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The 7th Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The 7th Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The 7th Amendment to the Development Agreement by and between Developer and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed 7th Amendment to the Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder’s office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SEVENTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF
PL ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Seventh Amendment of Development Agreement is entered into this ____ day of _____, 2016, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”) and WEST ROSEVILLE, LLC, a California limited liability company (“Developer”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer’s first predecessor in interest, 1600 Placer Investors, LP (“1600 Placer”) and City entered into a Development Agreement (the “Development Agreement”) which was approved by the City Council of City on February 23, 2004, and recorded on May 28, 2004, in the Official Records of Placer County as Document No. 2004-0069488, which Development Agreement 1600 Placer assigned to PL Roseville, LP (“PL Roseville”) pursuant to that certain Assignment and Assumption Agreement of Development Agreement Relative to the West Roseville Specific Plan dated as of March 21, 2005, and recorded March 21, 2005, as Document No. 2005-0032912 in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and 1600 Placer entered into the Development Agreement relative to development within a portion of the West Roseville Specific Plan Area (“Specific Plan”, “WRSP” or “Plan Area”), as such is more precisely defined in Exhibits “A” and “B” of the Development Agreement (the “Property”).

C. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife v. Norton) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

D. On April 17, 2006, City and PL Roseville entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on April 20, 2006, as Document No. 2006-0042921.

E. On March 18, 2009, City and PL Roseville entered into the Second Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on May 5, 2009, as Document No. 2009-0037209.

F. On January 5, 2011, City and Developer entered into the Third Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on April 5, 2012, as Document No. 2012-0030092.

G. On July 17, 2013, City, Developer and KB Home Sacramento, Inc., and Meritage Homes of California, Inc., Developer's assignees on a portion of Phase 3 of the Property, entered into the Fourth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082173-00.

H. On August 7, 2013, City and Developer entered into the Fifth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082447-00.

I. On December 17, 2014, City and KB Home Sacramento, Inc., Developer's assignee on a portion of Phase 3 of the Property, entered into the Sixth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on December 22, 2014, as Document No. 2014-0091940-00.

J. This Seventh Amendment to the Development Agreement (the "Seventh Amendment") affects certain portions of the Property (the "Seventh Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Seventh Amendment, and shall run with the land described in Exhibits "A" and "B" hereto.

K. The Seventh Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.6. Section 2.6 is revised in its entirety to read as follows:

"2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall, after the transfer of its obligation for 162 affordable rental units in Parcel W-16 to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan, provide 300 units affordable to very low and low income households. The breakdown of percentage of the total number of affordable units to the different

income levels shall be roughly 55% for very low and roughly 45% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division.

The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51% to 80% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

Locations of affordable housing sites are shown in the Specific Plan and **Exhibit "D"**. Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

- b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 is revised in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Developer agrees that 300 affordable rental units will be reserved within the Property, including 164 units for rental to very low income households and 136 units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation¹	Very Low Income Rental Units	Low Income Rental Units
Parcel W-25 (senior)	232	150	75	75
Parcel W-16	250	0	0	0
Parcel W-27	170	150	89	61
Totals	652	300	164	136

¹. The 139 low-income affordable rental housing unit obligation and the 23 very low income affordable rental unit obligation allocated to Parcel W-16 have been transferred to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan as provided for in this Agreement and the Westbrook Development Agreement, as amended. "

- c. REVISED EXHIBIT. Exhibit "D" attached to the Development Agreement is proposed to be deleted and replaced by a new Exhibit "D" attached to this Seventh Amendment as follows:

Exhibit D – Affordable Housing Sites

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Seventh Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

3. AMENDMENT. This Seventh Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This Seventh 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, as 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 _____, 2016.

CITY OF ROSEVILLE,
a municipal corporation

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Rob Jensen
City Manager

By:  _____
Its:  _____

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
Kevin Payne
Development Services Director

Exhibit D



AFFORDABLE HOUSING SITES



ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE FIRST
AMENDMENT OF DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, 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 amend the Development Agreement By and Between the City of Roseville and Westpark S.V.400, LLC (“Westpark” or “Landowner”) Relative to the Sierra Vista Specific Plan.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the 1st Amendment to the Development Agreement, and makes the following findings:

1. The 1st Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The 1st Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The 1st Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The 1st Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The 1st Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The 1st Amendment to the Development Agreement by and between Landowner and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed 1st Amendment to the Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder’s office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this _____ day of _____, 2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark" or "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Landowner and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Landowner entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" to the Development Agreement (the "Property"), and attached hereto for reference.

B. This First Amendment to the Development Agreement (the "First Amendment") affects a portion of the Property and is authorized by Section 1.4 of the Development Agreement and Section 65868 of the California Government Code.

C. Concurrent with its consideration of this First Amendment, City is processing a General Plan Amendment (Resolution No. _____), a Specific Plan Amendment (Resolution No. _____), and a Rezone (Ordinance No. _____) for purposes of adjusting land uses and densities on a portion of the Property, while still maintaining the same overall number of residential units approved for the entire Property. City and Landowner enter into this First Amendment in order to provide consistency with and to vest these land use approvals.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **AMENDMENT OF DEVELOPMENT AGREEMENT.** The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. **REVISED SECTION 2.2.** The summary table of Section 2.2 of the Development Agreement ("Vested Entitlements") is revised as follows:

"Low Density Residential	483 units on 93.2 Net Acres;
Low Density Residential/Age Restricted	493 units on 91.6 Net Acres;
Medium Density Residential	433 units on 56.4 Net Acres;
High Density Residential	620 units on 24.1 Gross Acres;
Community Commercial	24.5 Gross Acres;
Community Commercial/Commercial	0 Gross Acres;

Mixed Use	
Park	14.6 Gross Acres;
Open Space	36.6 Gross Acres;
Schools	10.0 Gross Acres;
Water Treatment/Well Site	0.3 Gross Acres;
Lift Station	0.8 Gross Acres;
Right of Way/Landscape Corridors	45.3 Gross Acres.”

b. REVISED SECTION 2.2. Section 2.2 of the Development Agreement is amended to add a new paragraph at the end of the section to read as follows:

“Landowner acknowledges, consistent with City’s Age-Restricted Rezone Policy, that units designated age-restricted in the Specific Plan cannot be converted, constructed, or sold as non-age-restricted units unless a Specific Plan Amendment and an amendment to this Agreement are approved by City. Landowner further acknowledges that fees, infrastructure requirements, land uses, and design which were approved by City in furtherance or consideration of the units being age-restricted are subject to reconsideration and reevaluation by City in the event that the age-restricted units are proposed for conversion to non-age-restricted units.”

c. Section 2.6.1 of the Development Agreement is deleted in its entirety, with Landowner’s agreement, as set forth in Section 2.6.2 below, that the forty-one (41) middle income purchase unit obligation on Parcels WB-20 and WB-21 is being transferred from Parcels WB-20 and WB-21 to Parcels WB-30 and WB-32 as a rental unit obligation for forty-one (41) low income households.

d. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

“2.6.2 Multi Family Affordable Rental Units. Landowner agrees that three hundred and sixty-five (365) affordable rental units, including one hundred and sixty-two (162) affordable rental units transferred from Parcel W-16 in the West Roseville Specific Plan, and forty-one (41) middle income purchase units transferred from Parcels WB-20 and WB-21, will be reserved within the Property, consisting of one hundred and four (104) units for rental to very low income households and two hundred and sixty-one (261) units for rental to low income households, as follows:

Parcel	Total Units in Parcel	Low Income Rental Units	Very Low Income Units
WB-30	237	169	68
WB-32	128	92	36
TOTAL	365	261	104

e. REVISED SECTION 3.10.2.1. Section 3.10.2.1 of the Development Agreement is revised in its entirety to read as follows:

“3.10.2.1 Detention Basin; Water Quality Outfall Swale. In the event that construction of the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has been completed, Phase E of the Project can proceed to develop utilizing excess capacity within that detention basin. In the event that the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has not been constructed at the time that Landowner seeks to proceed with development of Phase E of the Project, Landowner shall construct the on-site detention facility located on Parcel WB-80 in order for development of Phase E to proceed. Prior to the development of any property west of Westbrook Boulevard, Landowner shall construct the water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan, as amended, for the Project. The final design and land dedication requirements of the water quality facility shall include the hydromodification detention requirements as defined in the amended Master Drainage Plan, and shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. The construction of the drainage outfall and relocation of the existing outfall structure shall take place at the time when Pleasant Grove Boulevard is improved along the frontage of Parcel WB-3A. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale, per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan. “

f. REVISED SECTION 3.11.3. Section 3.11.3 of the Development Agreement is revised in its entirety to read as follows:

“3.11.3 SVSP Electric Substation. Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the “Substation Site”). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property.

Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended

to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain an additional 640 residential building permits above the initial 400 residential building permits within the Project referenced in this Section 3.11.3, either the extension of temporary 12kV electrical circuit(s) from the Westplan Substation to serve the initial phase of Phase 4 of the Westpark portion of the West Roseville Specific Plan shall be completed by others, or Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following:

- a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or
- b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or
- c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary.

The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands.

Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the

Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.”

g. REVISED SECTION 3.12.1. Section 3.12.1 of the Development Agreement is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 14.6 acres of active neighborhood parkland, and 36.6 acres of open space. The following three parcels, and one open space parcel, shall be dedicated to City as described below and shown in Exhibit “V”:

1. An 8.7-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-50;
2. A 4.4-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51;
3. A 1.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-52; and
4. A 36.6-acre, more or less, portion of the Property, for the purposes, of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80;

Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.11.1 and the City’s Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.”

h. REVISED SECTION 3.12.3. Section 3.12.3 of the Development Agreement is revised in its entirety to read as follows:

“3.12.3 Neighborhood Park Fee. In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the “Neighborhood Park Fee”), upon the issuance of each residential building permit within the Property, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$1,848 per Low Density Residential unit, \$1,307 per Low Density Residential-Active Adult unit, \$1,579 per Medium Density Residential unit, and \$1,309 per High Density Residential unit (but

excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. 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).

At the end of development phases E, F and G (if Phase G precedes Phase F), City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, and according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.”

i. REVISED SECTION 3.12.4. Section 3.12.4 of the Development Agreement is revised in its entirety to read as follows:

“3.12.4 City-Wide Park Fee. Pursuant to Section 3.17.1.2(i) below, the City-Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,070 per Low Density Residential-Active Adult unit, \$1,314 per Medium Density Residential unit, and \$1,090 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50.”

j. REVISED SECTION 3.12.5. Section 3.12.5 of the Development Agreement is revised in its entirety to read as follows:

“3.12.5 City-Wide Park In-Lieu Fee. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee (the “City-Wide Park In-Lieu Fee”), upon issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City-

Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$838 per Low Density Residential-Active Adult unit, \$1,030 per Medium Density Residential unit, and \$854 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

- k. REVISED SECTION 3.12.6. Section 3.12.6 of the Development Agreement is revised in its entirety to read as follows:

“3.12.6 Open Space In-Lieu Fee. Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner’s open space dedication requirement for the Project, leaving an open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation of \$135,000 per acre, Landowner, in accordance with the park financing plan for the Property, shall pay an open space in-lieu fee (the “Open Space In-Lieu Fee”), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$65 per Low Density Residential-Active Adult unit, \$109 per Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

- l. REVISED SECTION 3.12.8. Subsection 3.12.8 of the Development Agreement is revised in its entirety to read as follows:

“3.12.8 Bike Trail Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$51 per Low Density Residential-Active Adult unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. 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 units for the Property subject to this Agreement exceeds 10%.

At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks Financing Plan, as more fully set forth in Section 4.2 below.”

- m. REVISED SECTION 3.17.1.2(i). Subsection 3.17.1.2(i) of the Development Agreement is revised in its entirety to read as follows:

“(i) For Phase E of the Project only, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units:

- (1) City-Wide Park Fee (Section 3.12.4);
- (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
- (3) Public Benefit Fee (Section 3.14.3).

City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale for Phase E of the Project. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amounts for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee for Phase E being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2(i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe for Phase E of the Project, City shall within the rate and method for Project CFD(s) for Phase E of the Project provided for in Section 3.17 accommodate total additional pay-as-

you-go revenue up to \$500 per residential unit for City-Wide park improvements from pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for Phase E of the Project, up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

For Phases F and G of the Project, the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be, should SPRTA approve such deferral, up to fifty percent (50%) of the SPRTA Tier II Traffic Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units, and there shall be no fee deferral of any City fees for such residential dwelling units in Phases F and G of the Project to bond proceeds from bond sales commencing in the year 31 timeframe.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2(i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2(i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fees at the time of issuance of building permit(s)."

- n. REVISED SECTION 3.25.B. Section 3.25.B of the Development Agreement is revised in its entirety to read as follows:

"B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP

EIR allocated to the sphere of influence expansion approved as part of the WRSP. City has determined that Landowner's share of such planning and environmental review costs totals \$151,925. Landowner shall pay, large lot by large lot, its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage in a particular large lot owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Each such payment, large lot by large lot, shall be due and payable prior to the recordation of the first final small lot subdivision map for a particular large lot of Landowner's Property in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers."

o. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this First Amendment as follows:

Exhibit C	-----	Annexation Area & Plan Area
Exhibit E	-----	Land Use Plan
Exhibit F	-----	Affordable Housing Sites
Exhibit G	-----	Phasing Plan
Exhibit H	-----	Road Improvements
Exhibit I	-----	Traffic Signals
Exhibit J	-----	Sewer Facilities
Exhibit K-1	-----	Wastewater Facilities for Reimbursement
Exhibit L	-----	Groundwater Well
Exhibit M	-----	Water Conservation Plan
Exhibit N	-----	Water Facilities
Exhibit O-1	-----	Water Facilities for Reimbursement Between Sierra Vista, Landowner and Urban Reserve
Exhibit O-2	-----	Water Facilities for Reimbursement Between Sierra Vista, Urban Reserve, Landowner and Placer County Projects
Exhibit P	-----	Recycled Water Facilities
Exhibit Q	-----	Recycled Water Facilities for Reimbursement
Exhibit R	-----	Storm Drainage Facilities
Exhibit S	-----	Post Development 100 Year Floodplain
Exhibit T	-----	Electric Utility Improvements
Exhibit U	-----	60kV Easement Area
Exhibit V	-----	Parks and Open Space
Exhibit W	-----	Parks Financing Plan
Exhibit X	-----	Bikeway Master Plan
Exhibit Y	-----	Open Space Preserve Areas
Exhibit AA	-----	DUE Allocation to Specific Plan Parcels for WRSP Reimbursements

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AGREEMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, as 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 _____, 2016.

CITY OF ROSEVILLE,
a municipal corporation

WESTPARK S.V. 400, LLC,
a California limited liability company

By: _____
Rob Jensen
City Manager

By:  _____
Jeff Jones
Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
Kevin Payne
Development Services Director

Annexation Area & Plan Area



Exhibit E
Land Use Plan

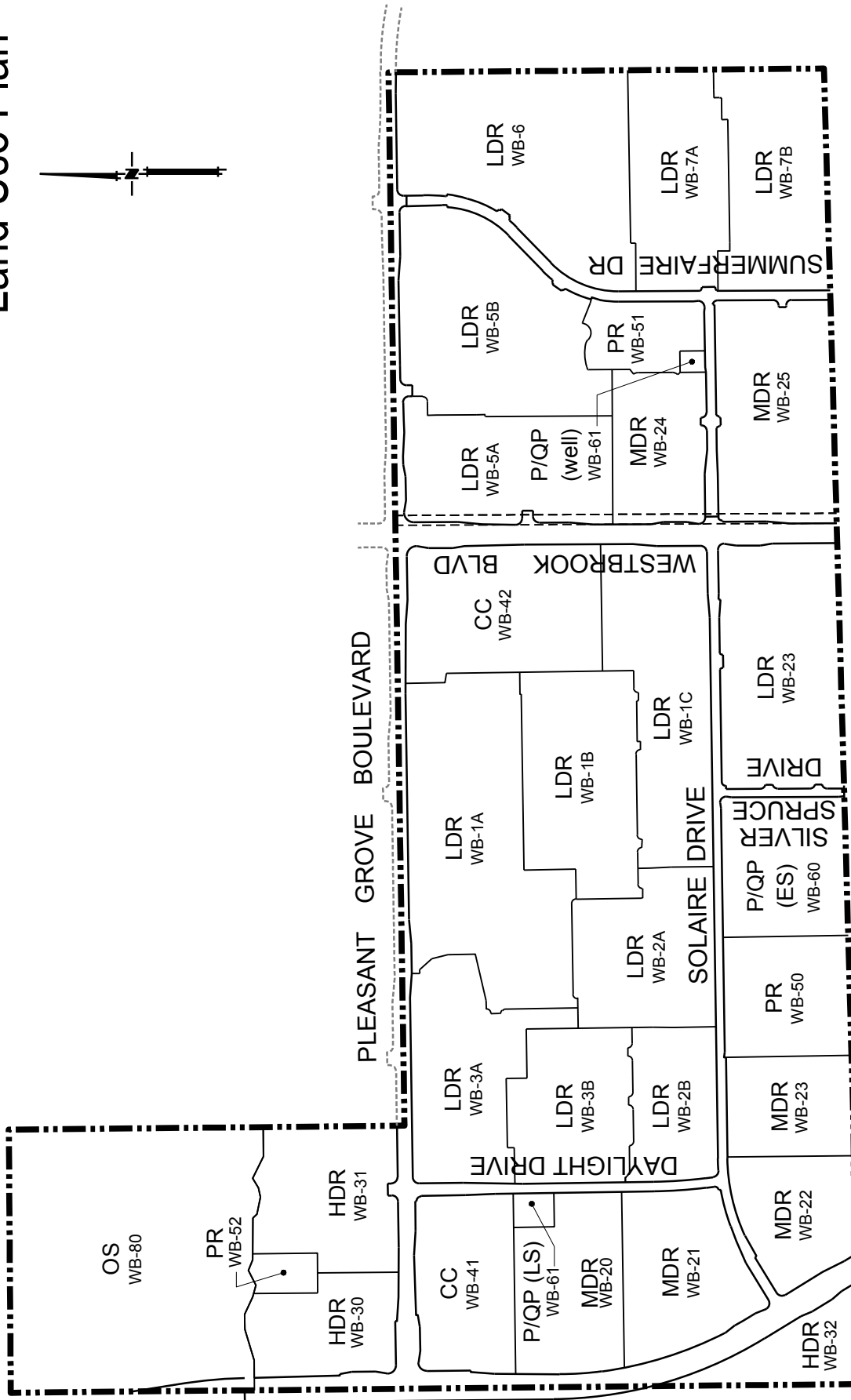
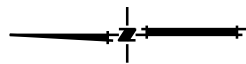


Exhibit F

Affordable Housing Sites



LEGEND

-  AFFORDABLE HOUSING SITE
(as defined in the approved Specific Plan
Amendment and Development Agreement)

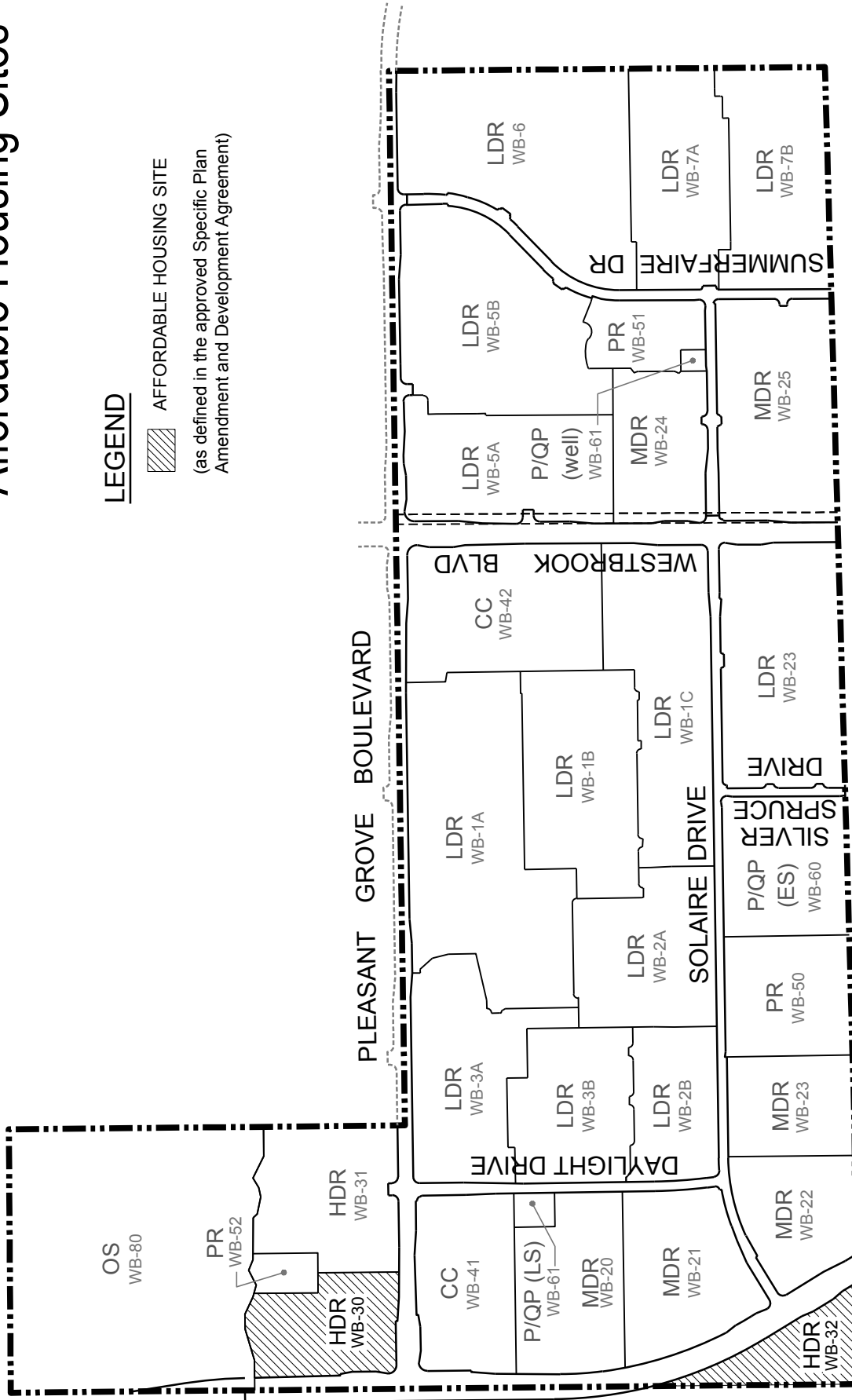
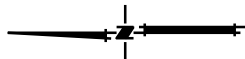


Exhibit G Phasing Plan



LEGEND
 _____ PHASE LINE

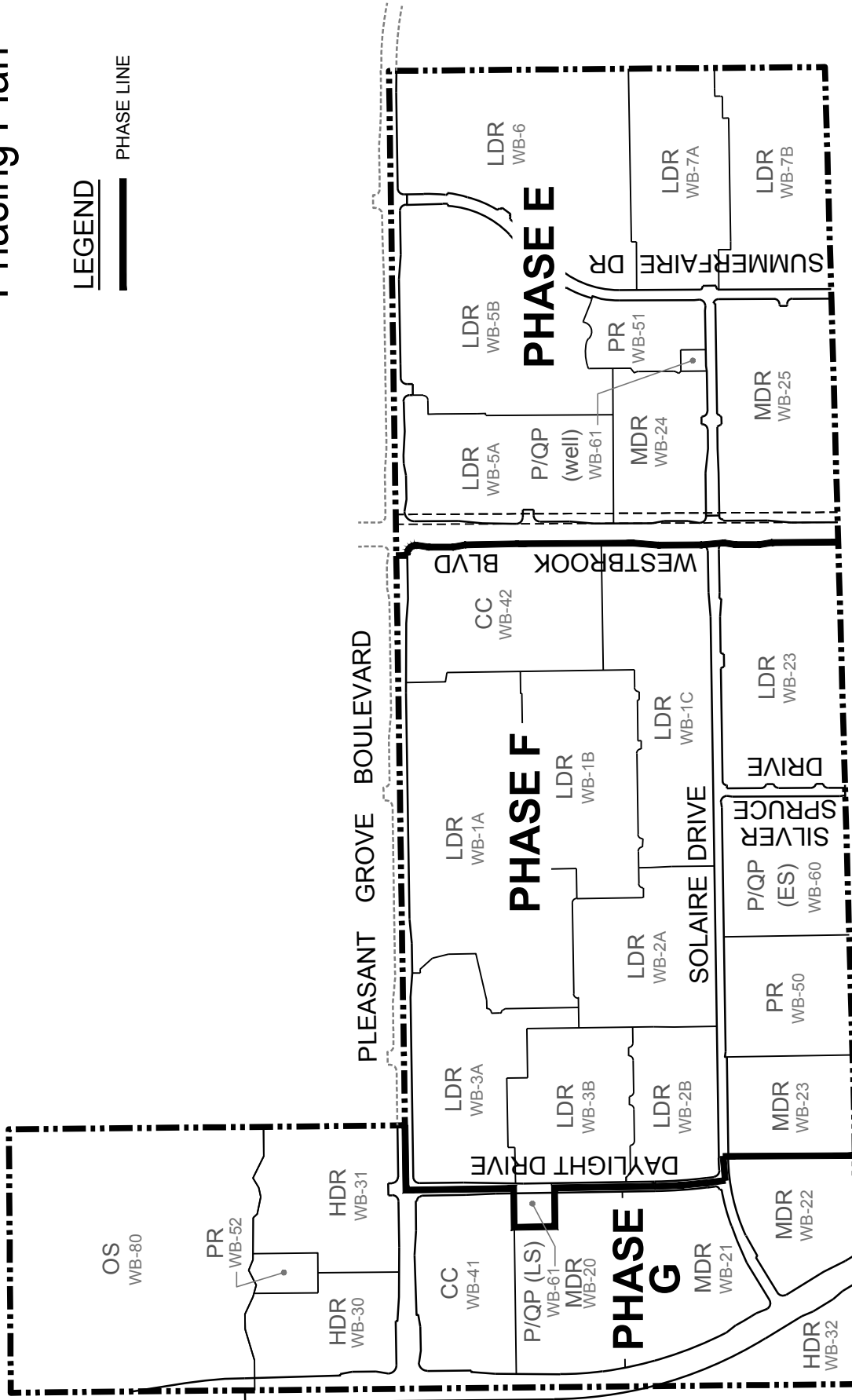


Exhibit H

Road Improvements

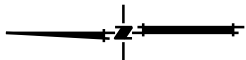
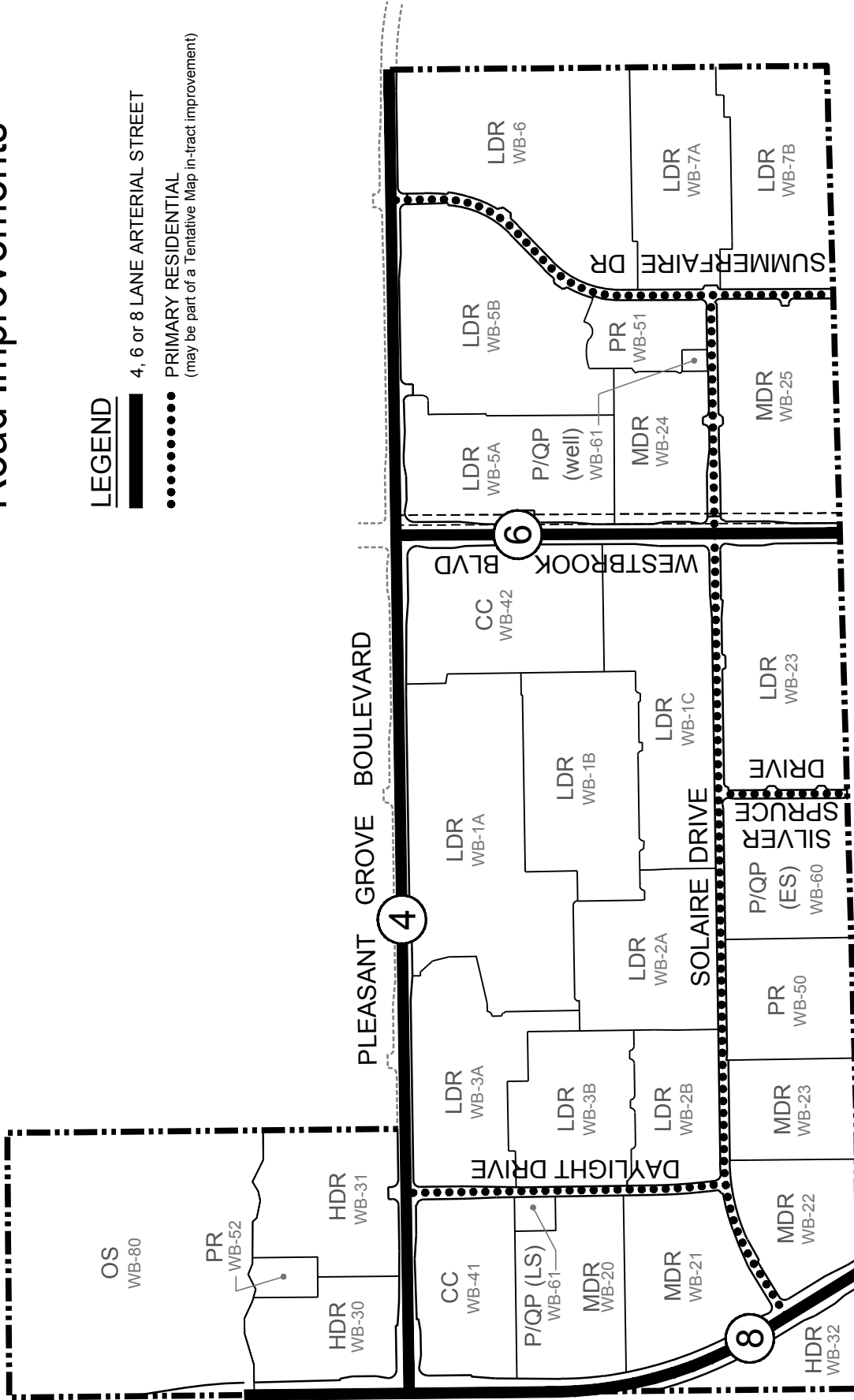
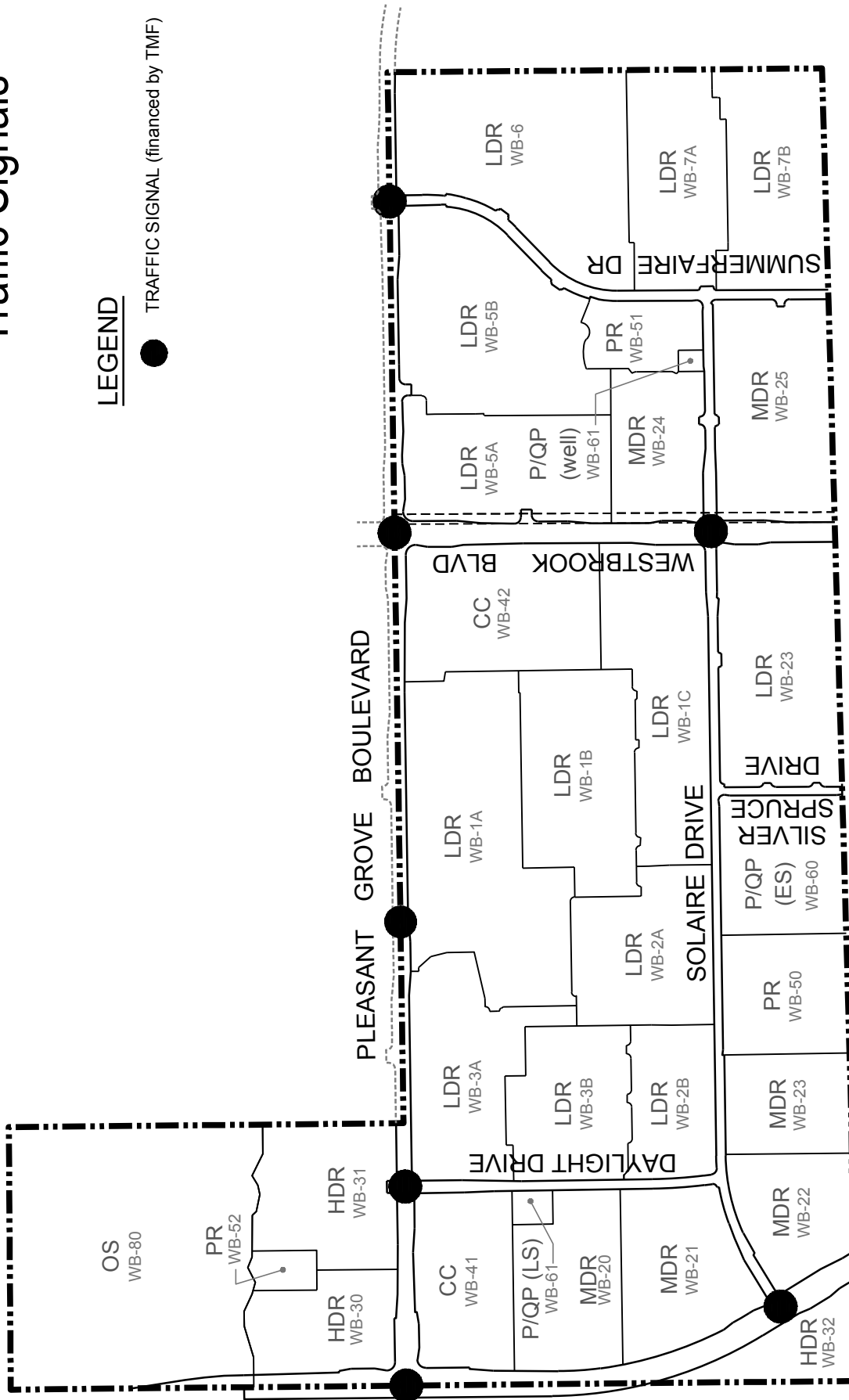


Exhibit I

Traffic Signals



Sewer Facilities

SEWER MANHOLE

SEWER LIFT STATION

SEWER FORCE MAIN

DIRECTION OF FLOW

P.O.C. POINT OF CONNECTION



Exhibit K-1

Wastewater Facilities for Reimbursement

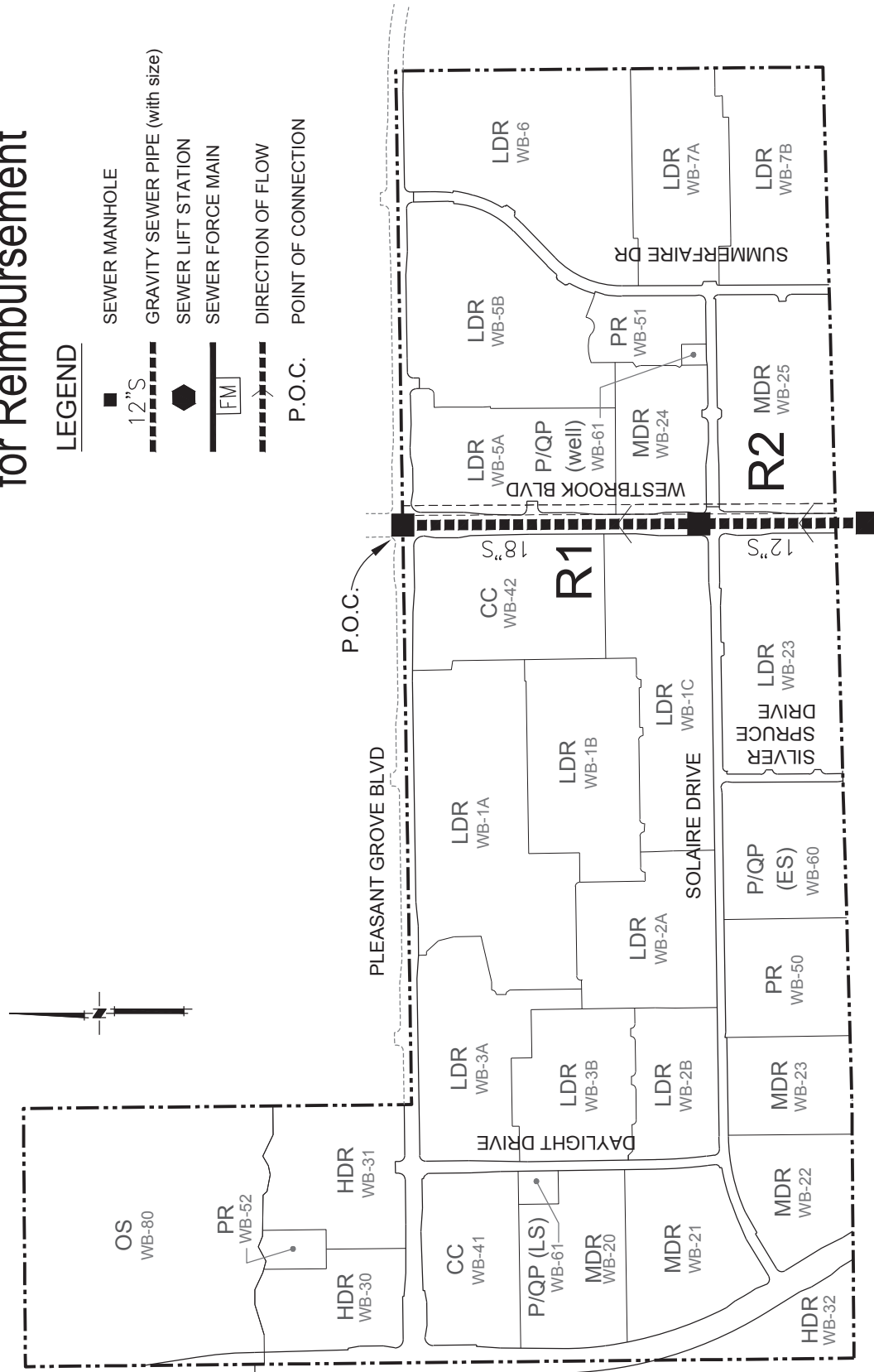
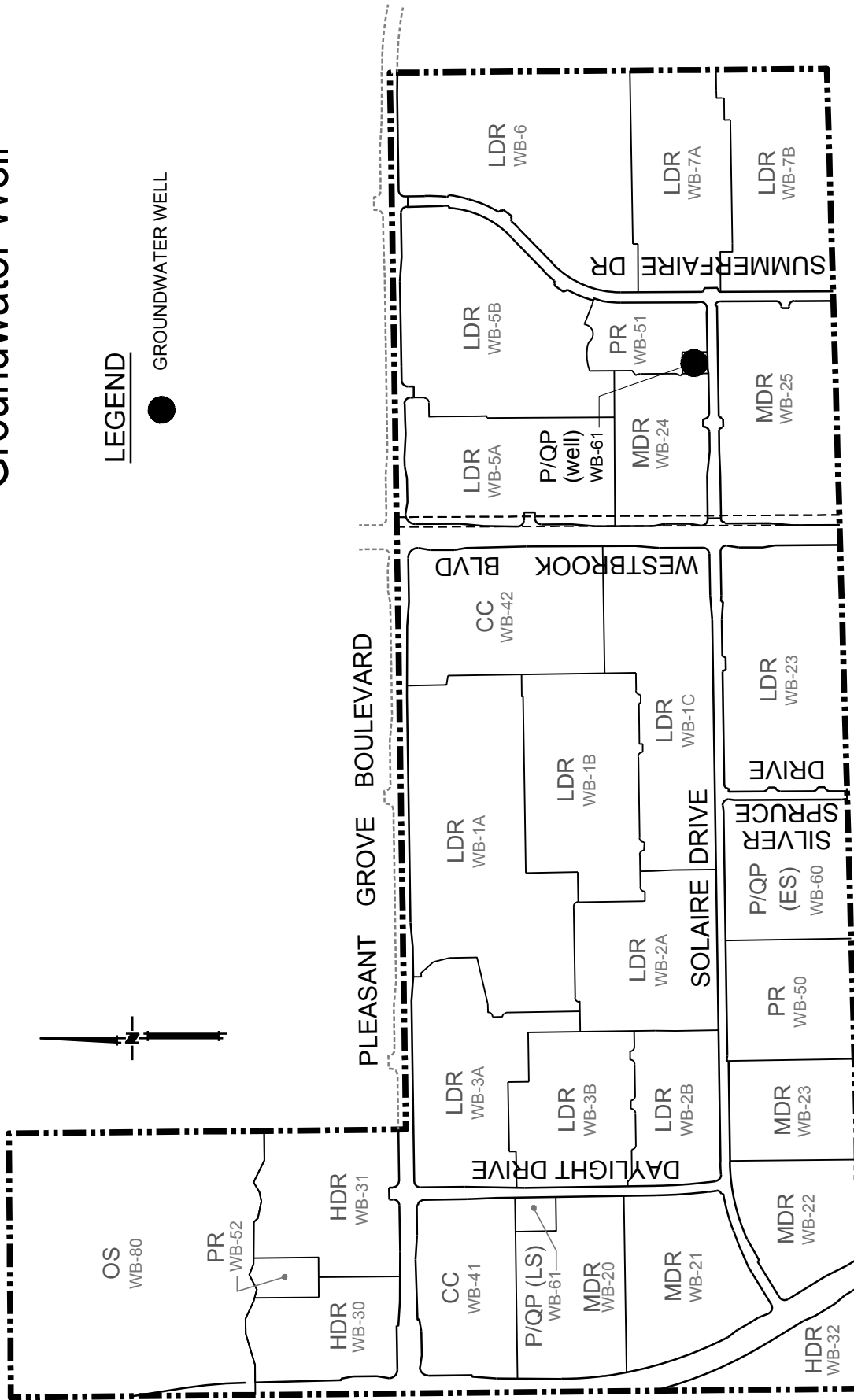


Exhibit L

Groundwater Well



Technical Memorandum

To: Ryan O'Keefe
From: Kyle Horn, P.E. LEED AP
Reviewed by: Curtis Lam, P.E.
Subject: Westbrook, Water Conservation Plan - Addendum #2
Date: January 11, 2016

EXHIBIT M

This Technical Memorandum updates the September 2011 Westbrook Water Conservation Plan (WCP) to reflect changes made to the Westbrook land use plan update October 21, 2015. The following table provides a summary of changes to the WCP. Text formatted in **bold** in the table below reflects the updated portion of the text. All figures and tables shown below supersede previous revisions.

Page	Document Change
P. 2, Table 1	Replace Table 1 with the attached Table 1
P. 4, Table 3	Replace Table 3 with the attached Table 3
P. 5, Table 5	Replace Table 5 with the attached Table 5
P. 12, Table 3-1	Replace Table 3-1 with the attached Table 3-1
P. 6, 1 st Calculation	Turf: $116AFY * \left(\frac{70\%}{71.5\%} \right) = 114AFY$
P. 6, 2 nd Calculation	Low Water Use: $116AFY * \left(\frac{1.5\%}{71.5\%} \right) = 2AFY$
P. 6, 3 rd Calculation	$114AFY * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 2AFY = 84AFY$
P. 6, ¶ 3	Non-Residential: Turf reduction on non-residential parcels within Westbrook was assumed to be employed in the parks and ROW/landscape corridors . The assumptions used to estimate water conservation in these areas are as follows:
P. 6, Bullet 5	Right-of-way/landscape corridors were assumed to use 100% of their water for landscape irrigation.
P. 6, Bullet 6	Right-of-way/landscape corridors were assumed to irrigate approximately 80% of their parcel area with turf. This was reduced to 30% turf and 50% low water use plantings.
P. 7, Table 6	Replace Table 6 with the attached Table 6
P. 8, Table 7	Replace Table 7 with the attached Table 7
P. 8, ¶ 1	As an example of how these values were calculated, for the low-density residential front yards, the annual demand is 84 AFY . Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:
P. 6, 1 st Calculation	$84AFY * (80\%) = 67AFY$
P. 9, Table 8	Replace Table 8 with the attached Table 8
P. 9, ¶ 1	As an example of how these values were calculated, for the low-density residential land use, the total number of dwelling units is 976 . The reduced water demand would be estimated to be:
P. 9, 1 st Calculation	$976DU * 7.5 \frac{gal}{day} * \frac{AF}{325,851gal} * 365day/yr = 8AFY$
P. 10, Table 9	Replace Table 9 with the attached Table 9
P. 10, ¶ 1	If the described water conservation measures described in this memorandum were taken for Westbrook, it is estimated that Westbrook overall water demand would be reduced by 163 AFY yielding an adjusted potable water demand of 919 AFY . This represents a 15.2% reduction from the original water demand for Westbrook of 1,095 AFY .

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ² (AFY)
Residential					
Low Density Residential	LDR	184.8	976	Varies	571
Medium Density Residential	MDR	56.4	433	Varies	194
High Density Residential	HDR	24.1	620	177 gpd/DU	123
Non-Residential					
Community Commercial	CC	24.5	-	2,598 gpd/acre	71
Park	PR	14.6	-	2,988 gpd/acre	49
Elementary School	P/QP	10.0	-	3,454 gpd/acre	39
Well Site	P/QP	0.3	-	1,780 gpd/acre	0.6
Lift Station	P/QP	0.8	-	1,780 gpd/acre	1.6
Open Space	OS	36.6	-	0 gpd/acre	0
ROW/Landscape Corridor	ROW	35.0	-	2,988 gpd/acre	25 ⁽⁴⁾
Totals		397.4			1,049
Total Demand with 2% System Losses					1,070

Notes:

1. Demand use factors are based on the "Phase II Report TM 7" factors in Table 1-1 of MWH's TM1 (MWH, 2002).
2. Annual demand based on the Westbrook land use plan, **updated October 21 2015**.
3. **ROW/Landscape Corridors are assumed to irrigate 15% of their total area.**
4. **ROW/Landscape Corridors demands are only associated with the RW system.**

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)	Total Annual Irrigation Demand (AFY)
Low Density Residential	571	116	175	291
Medium Density Residential	194	40	59	99
High Density Residential ¹	123	17	0	17
Total	888	173	234	407

Notes:

1. Demand for HDR parcels was calculated differently from LDR and MDR parcels, as described above. Demand for HDR parcels was not separated into front and back yard demand since traditional front and back yards are not typically present on HDR parcels.

Table 5: Reduced Landscape Turf Water Savings – Residential

Land Use Designation	Annual Front Yard Demand ^{1,2} (AFY)	Annual Front Yard Turf Demand (AFY)	Reduced Turf Annual Front Yard Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Low Density Residential	116	114	84	32	Potable
Medium Density Residential	40	39	29	11	Potable
High Density Residential	17	17	13	4	Recycled
Total	173	170	126	47	

Notes:

1. From Table 3.
2. Demands for High Density Residential parcels represent full irrigation demand since there is no distinction between front yard and back yard

Table 6: Reduced Landscape Turf Water Savings – Non-Residential

Land Use Designation	Annual Irrigation Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Irrigation Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Parks	40	75%	60%	15%	35	5	Recycled
ROW/Landscape Corridors	25	80%	30%	50%	14	11	Recycled
Total	65				49	16	

Notes:

1. As a percentage of the parcel area.
2. This incorporates the reduction in water demand to account for only the fraction used for irrigation of parks described above.

Table 7: Smart Irrigation Controller Water Savings

Land Use Designation	Original Demand (AFY) ¹	Reduced Demand (AFY)	Water Savings (AFY)	Water System Savings
Low Density Residential				
Front Yard	84	67	17	Potable
Back Yard	175	140	35	Potable
Medium Density Residential				
Front Yard	29	23	6	Potable
Back Yard	59	47	12	Potable
High Density Residential	13	10	3	Recycled
Parks	35	28	7	Recycled
ROW/Landscape Corridor	14	11	3	Recycled
Total	409	358	83	

Notes:

1. Original demand includes the turf reduction water conservation measures that were previously described.

Table 8: Re-circulating Hot Water Savings

Land Use Designation	Dwelling Units (DU)	Water Savings for Recirculating Hot Water (AFY)	Water System Savings
Westbrook			
Low Density Residential	976	8	Potable
Medium Density Residential	433	4	Potable
High Density Residential	620	5	Potable
Total	2,029	17	

Table 9: Westbrook Water Conservation Estimate

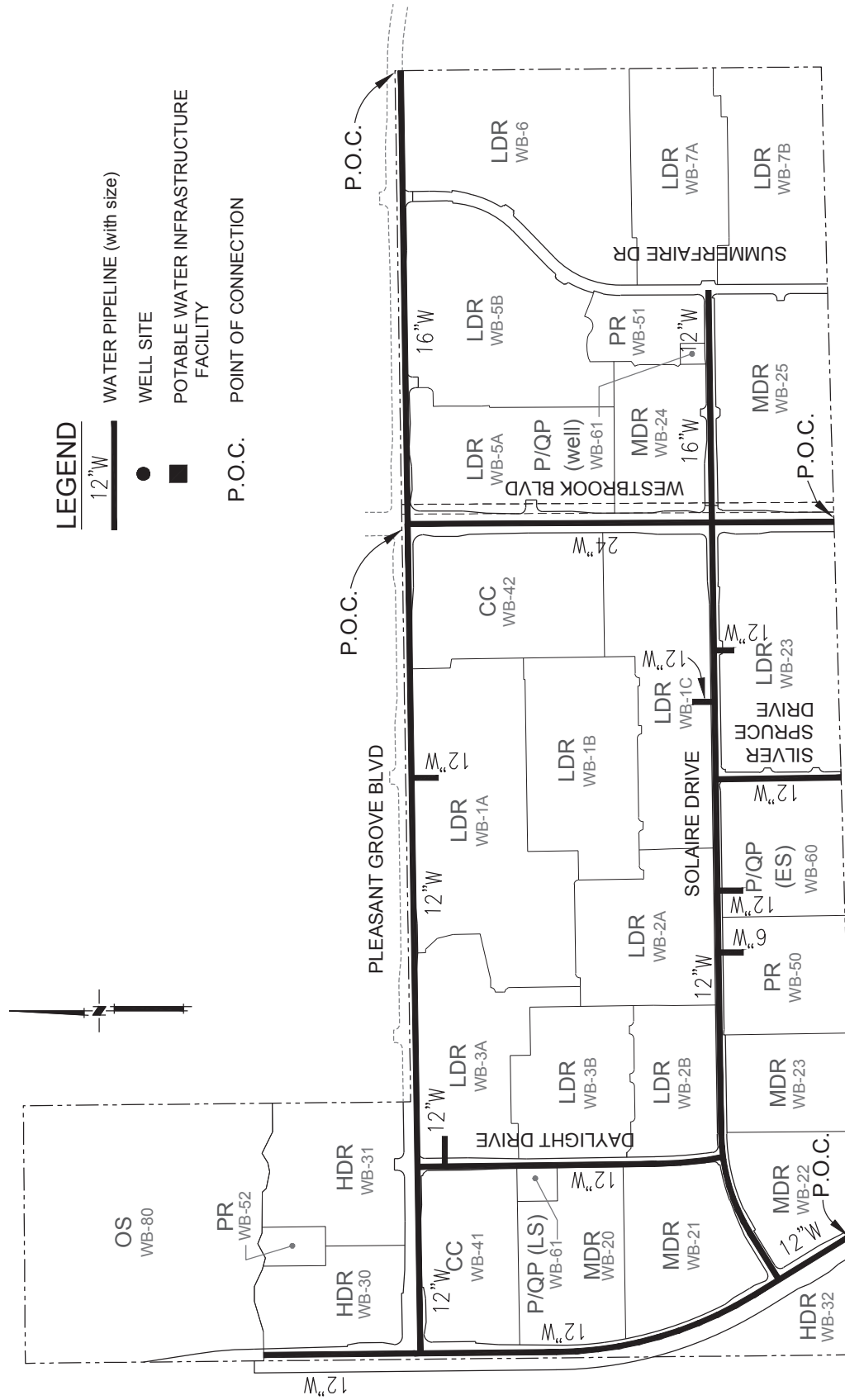
Method	Original Total Water Demand ² (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Total Volume of Water Savings (AFY)	Total Percentage of Water Savings ¹
Westbrook	1,095				
Reduced landscape turf – residential		43	4	47	4.4%
Reduced landscape turf – parks, right of way		-	16	16	1.5%
Smart irrigation controllers – all types of land uses		70	13	83	7.8%
Re-circulating hot water – residential		17	-	17	1.6%
Total		130	33	163	15.2%

Notes:

- Percentages rounded to the nearest tenth of a percent, and represent overall water conservation percentages for both potable and recycled water.
- Original demand includes 2% system losses and 25 AFY of demand for the ROW/Landscape Corridors that are only attributed to the RW system.

Exhibit N

Water Facilities



Water Facilities for Reimbursement Between Sierra Vista, Landowner and Urban Reserve

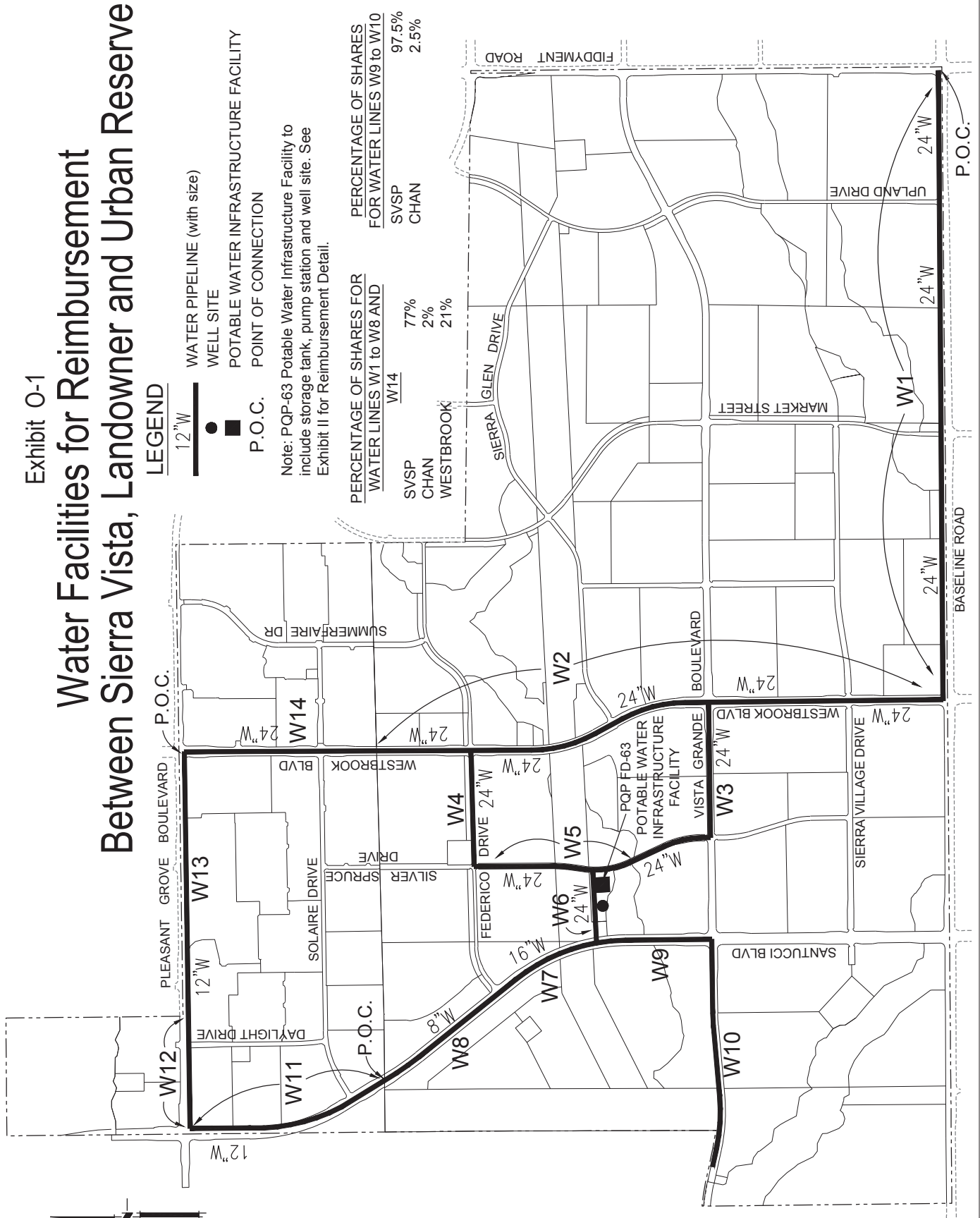


Exhibit O-2



Exhibit P Recycled Water Facilities

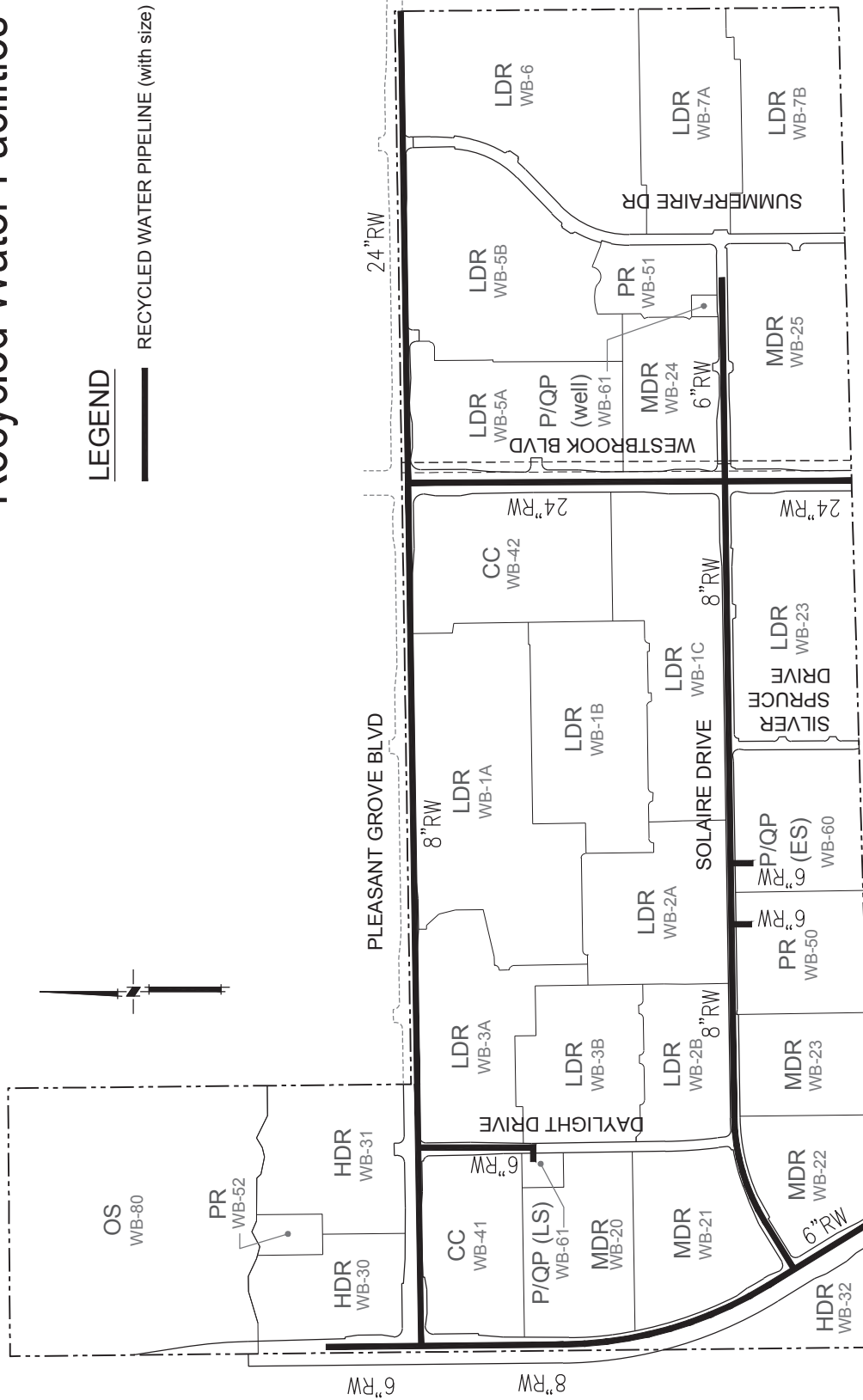


Exhibit Q

Recycled Water Facilities for Reimbursement

LEGEND

RECYCLED WATER PIPELINE (with size)

PERCENTAGE OF SHARES FOR RECYCLED WATER LINE RW-1	
SV/SP	80%
CHAN	3%
WESTBROOK	17%

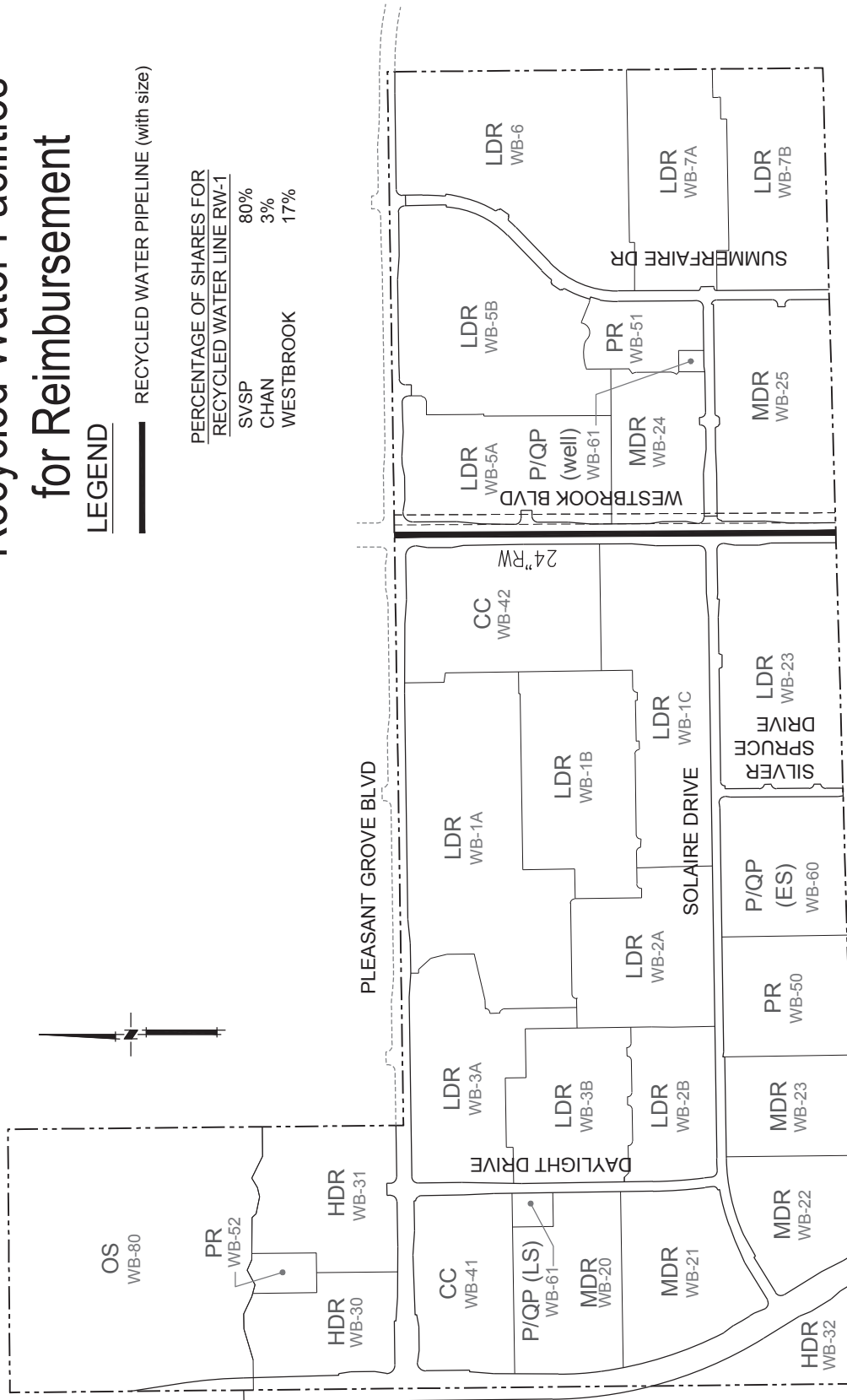
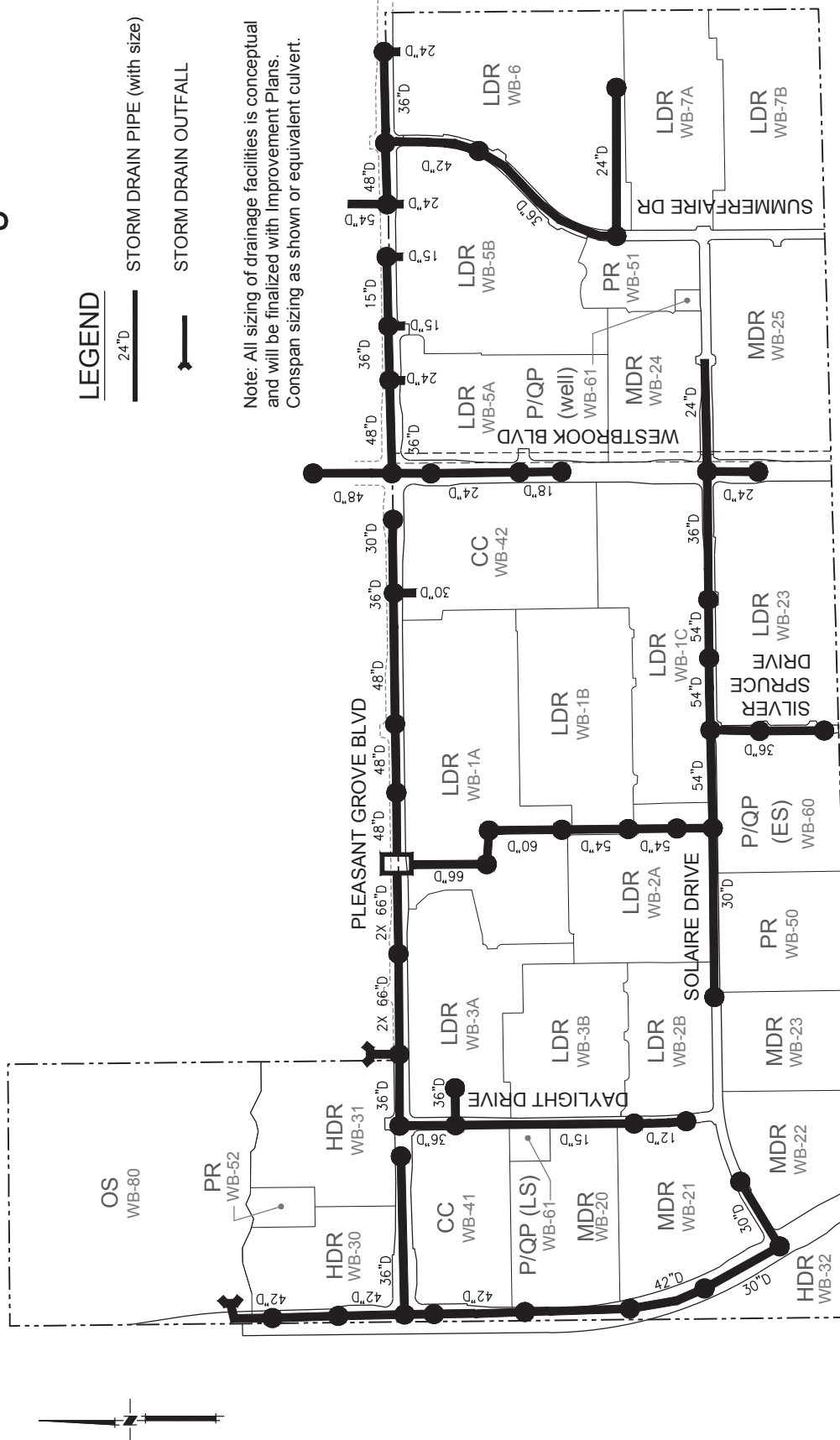


Exhibit R Storm Drainage Facilities



Post Development 100 Year Floodplain



Electric Utility Improvements



60kV Easement Area

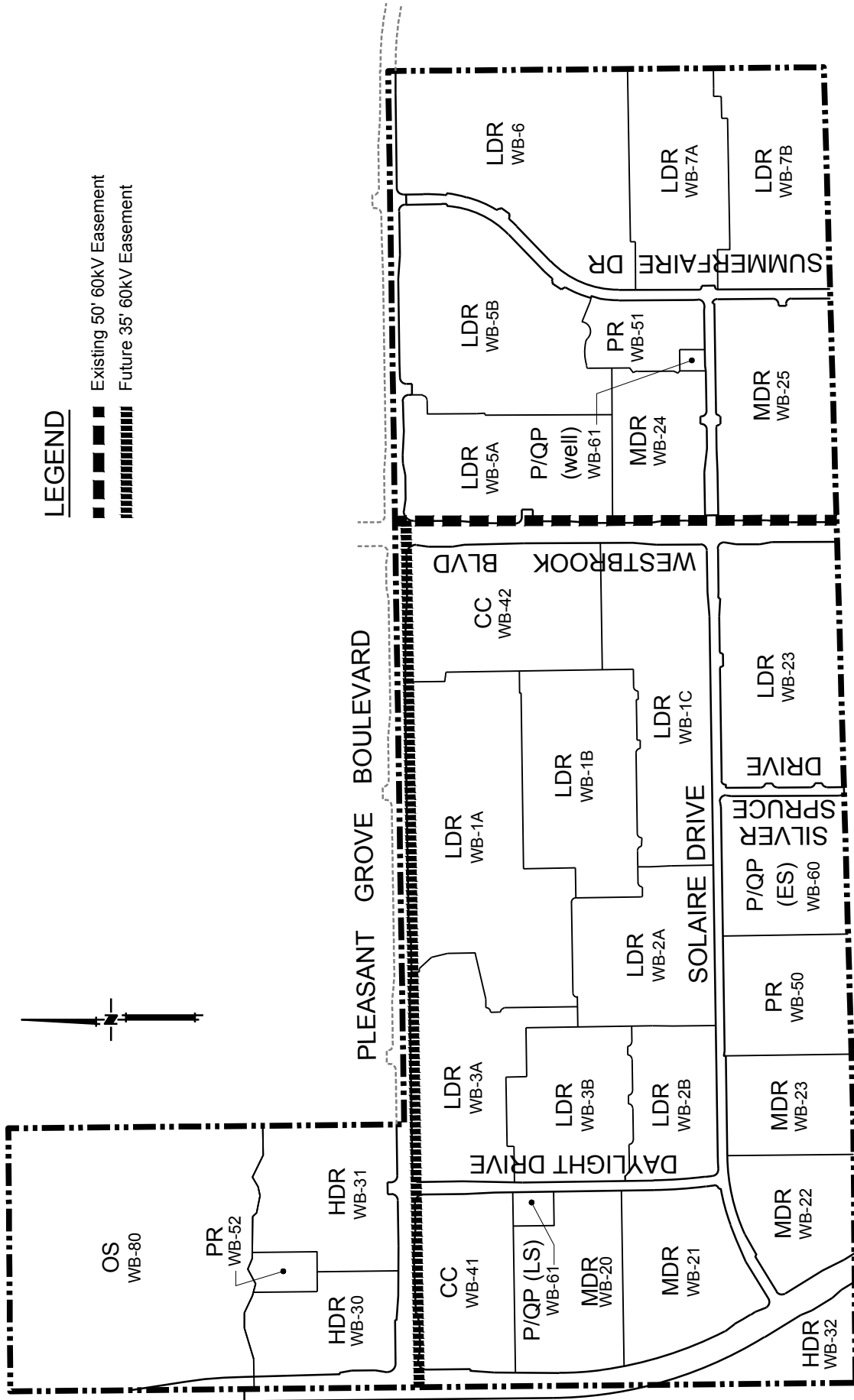
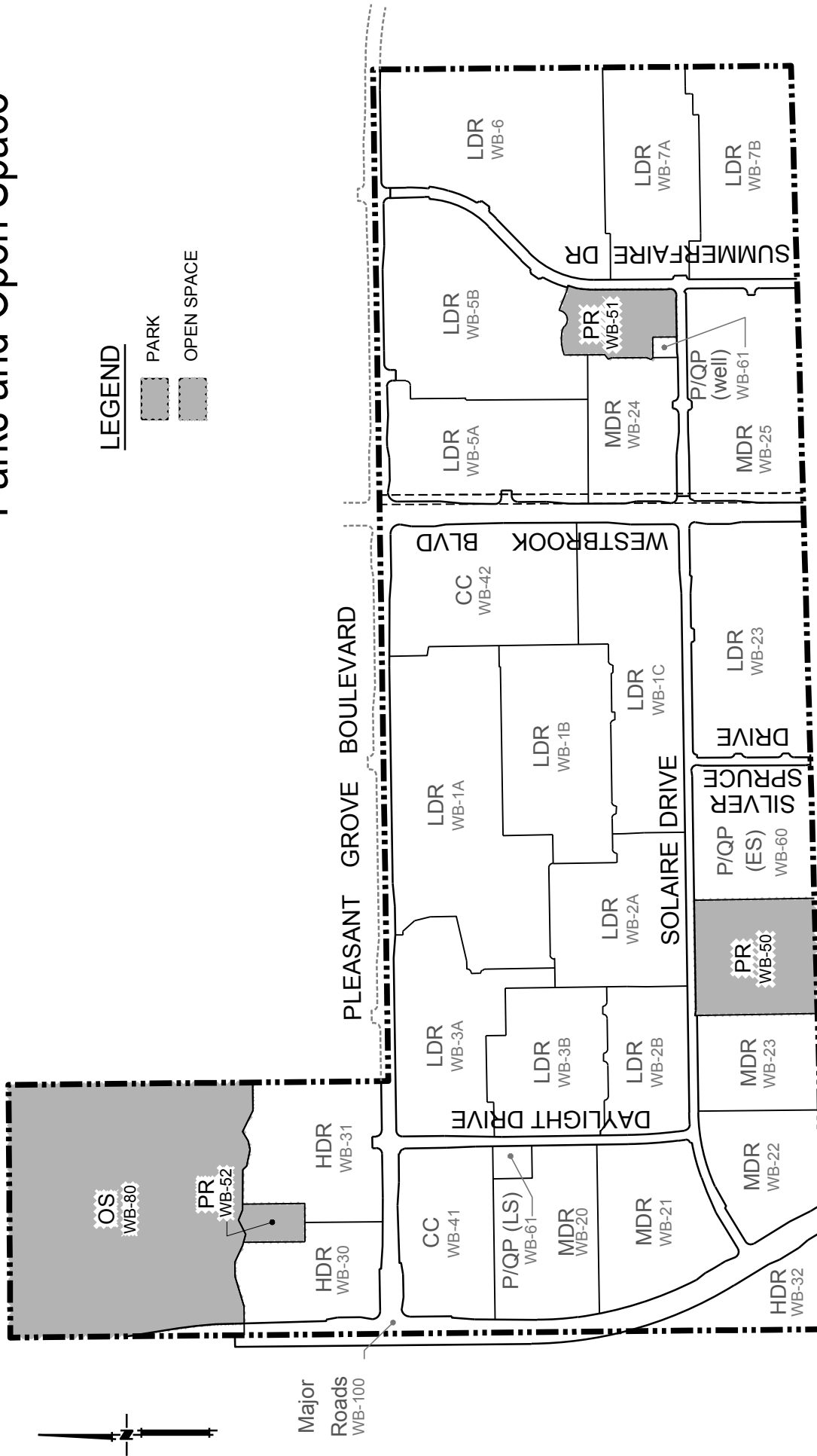


Exhibit V Parks and Open Space



Chapter 9: Parks and Recreation

The City of Roseville's Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood/community parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space. For Westbrook, this generates a requirement to provide 14.6 acres in each of these categories.

The parks program developed for Westbrook includes 14.6 acres of neighborhood parks, no citywide park, and 7.3 acres of credited open space. The project meets the neighborhood park dedication requirement with 14.6 acres. The project will pay a Citywide Park in-lieu fee for 14.6 acres of parkland that is required by the parks Master Plan, and an open space in-lieu fee for 7.3 acres (the shortfall between required and credited open space). This project will not have a citywide park in the plan, but through the in-lieu fee and the citywide park fee, it will contribute to the creation of other planned facilities in the City. **Table 9-1** shows the required park acreage under the City's current Master Plan and project population assumptions. The City will be responsible for the construction of all the parks.

Three neighborhood parks have been distributed throughout the project to maximize efficiency and need. **Map 2-1** shows the location of the neighborhood parks in the Westbrook project.

Parks Improvements

Facility Costs

Table 9-2 shows the total estimated park facility costs. The neighborhood parks program costs are estimated at roughly \$3.0 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by MacKay & Soms in a separate report.

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include one neighborhood/community park at a size of 4.4 acres. The estimated facilities costs for the park improvements for Phase A is approximately \$910,000.

**Table 9-1
Westbrook Financing Plan
Parks Acreage**

Park Type	Assumptions	Acres Required	Acres Provided/Credited	Surplus/ (Deficit)
<i>Population</i>	<i>4,858</i>			
Neighborhood Park	3 acres/1,000 pop.	14.6	14.6	0.0
Citywide Park	3 acres/1,000 pop.	14.6	0	(14.6)
Open Space	3 acres/1,000 pop.	14.6	7.3	(7.3)
Total Parks		43.8	21.9	

Source: Westbrook Land Use Plan, 10/28/15

**Table 9-2
Westbrook Financing Plan
Neighborhood Park Costs (2011\$)**

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	4.4	\$910,404	14.6	\$3,032,255

Source: MacKay & Soms, Park-Paseo-Trail Cost Estimates 12/2/2011.

Note: All park costs include estimates of a 15% Contingency and 13% Soft Costs.

Funding Strategy

Existing Fee Programs

The neighborhood/community park impact fee funds the neighborhood/community park improvements in Westbrook. **Table 9-3** creates an updated fee for the Westbrook project by allocating the total neighborhood/community park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size. **Table 9-4** shows the neighborhood park revenue by Phase A and Buildout.

There will be two citywide park fees. One fee will be to fund citywide park construction and the other is an in-lieu fee because Westbrook has a shortfall in citywide land dedication. The fee was calculated by using the City's current construction portion of its fee and then allocating it across the housing units to create a tiered fee. Using this approach, the base fee and revenue estimate for park construction was determined to be \$2,515,122 and **Table 9-5** allocates that revenue across the units for the tiered rate.

The citywide land in-lieu fee has been established in accordance with City standards for in-lieu fees and will go towards citywide park improvements or citywide park land within the City. **Table 9-6** estimates the total cost of Westbrook's obligation for land dedication. The cost is then allocated across the residential units on a person per household basis to establish the fee in **Table 9-7**.

Table 9-8 shows the citywide park construction fee and citywide in-lieu fee revenues for Phase A and Buildout.

Table 9-3
Westbrook Financing Plan
Public Facilities Cost Allocation: Neighborhood/Community Park Costs (2011\$)

Item	Land Uses		Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$892,584	\$9,577	\$1,848
Low Density (Age-Restricted)	91.6	493	\$644,384	\$7,035	\$1,307
Medium Density	56.4	433	\$683,707	\$12,122	\$1,579
High Density	24.1	620	\$811,580	\$33,676	\$1,309
Subtotal Residential	265.3	2,029	\$3,032,255		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

Table 9-4
Westbrook Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$1,848	\$728,112	\$892,584
Low Density (Age-Restricted)	\$1,307	\$0	\$644,384
Medium Density	\$1,579	\$241,587	\$683,707
High Density	\$1,309	\$0	\$811,580
Subtotal Residential		\$969,699	\$3,032,255
Nonresidential			
Community Commercial		\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Park)		\$969,699	\$3,032,255

Table 9-5 (previously 9-6)
Westbrook Financing Plan
Citywide Park Construction (2011\$)

Item	Land Uses		Citywide Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$742,854	\$7,971	\$1,538
Low Density (Age-Restricted)	91.6	493	\$527,506	\$5,759	\$1,070
Medium Density	56.4	433	\$568,962	\$10,088	\$1,314
High Density	24.1	620	\$675,800	\$28,041	\$1,090
Subtotal Residential	265.3	2,029	\$2,515,122		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

Table 9-6 (previously 9-7)
Westbrook Financing Plan
Citywide Park Acre In-Lieu Fee

Item	Costs		
	Acres	Cost per Acre	Total
Citywide Park In-Lieu	14.6	\$135,000	\$1,971,000
Total			\$1,971,000

Table 9-7 (previously 9-8)
Westbrook Financing Plan
Citywide Park In-Lieu Fee (2011\$)

Item	Land Uses		Citywide Park In-Lieu Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$582,498	\$6,250	\$1,206
Low Density (Age-Restricted)	91.6	493	\$413,032	\$4,509	\$838
Medium Density	56.4	433	\$445,990	\$7,908	\$1,030
High Density	24.1	620	\$529,480	\$21,970	\$854
Subtotal Residential	265.3	2,029	\$1,971,000		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

Table 9-8 (previously 9-9)
Westbrook Financing Plan
Fee Revenue by Phase (Citywide Park Construction and In-Lieu)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
<u>CITYWIDE FEE - CONSTRUCTION</u>			
Residential			
Low Density	\$1,538	\$742,854	\$742,854
Low Density (Age-Restricted)	\$1,070	\$0	\$527,506
Medium Density	\$1,314	\$201,042	\$568,962
High Density	\$1,090	\$0	\$675,800
Subtotal Residential		\$943,896	\$2,515,122
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Construction)		\$943,896	\$2,515,122
<u>CITYWIDE PARK LAND FEE - IN-LIEU</u>			
Residential			
Low Density	\$1,206	\$475,164	\$582,498
Low Density (Age-Restricted)	\$838	\$0	\$413,032
Medium Density	\$1,030	\$157,590	\$445,990
High Density	\$854	\$0	\$529,480
Subtotal Residential		\$632,754	\$1,971,000
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (In-Lieu)		\$632,754	\$1,971,000

Open Space In-Lieu

The Westbrook project is receiving a credit of 7.3 acres towards its 14.6 acre requirement for the 36.6 acres of open space that is to be dedicated. This leaves a dedication shortfall of 7.3 acres. An open space in-lieu fee is estimated in this report using the most recent appraisal done by the City for the Sierra Vista SP. The open space land is then estimated at 20% of the value of developable land the appraisal determined. **Table 9-9** shows the estimated in-lieu total for the shortfall of provided open space.

Table 9-10 creates a Westbrook project open space in-lieu fee by allocating the total value of the dedication shortfall across the different residential land uses based on the persons per household that vary by unit size. **Table 9-11** shows the open space in-lieu fee revenues for Phase A and Buildout.

Table 9-9 (previously 9-10)
Westbrook Financing Plan
Open Space Land In-Lieu Fee

Item	Costs		
	Acres	Cost per Acre [1]	Total
Open Space In-Lieu	7.3	\$27,000	\$197,100
Total			\$197,100

[1] Estimate based on Sierra Vista Appraisal and valued at 20% of developable land.

Table 9-10 (previously 9-11)
Westbrook Financing Plan
Open Space In-Lieu Fee (2011\$)

Item	Land Uses		Open Space In-Lieu Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$61,824	\$663	\$128
Low Density (Age-Restricted)	91.6	493	\$32,279	\$352	\$65
Medium Density	56.4	433	\$47,197	\$837	\$109
High Density	24.1	620	\$55,800	\$2,315	\$90
Subtotal Residential	265.3	2,029	\$197,100		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

Table 9-11 (previously 9-12)
Westbrook Financing Plan
Fee Revenue by Phase (Open Space In-Lieu)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$128	\$50,432	\$61,824
Low Density (Age-Restricted)	\$65	\$0	\$32,279
Medium Density	\$109	\$16,677	\$47,197
High Density	\$90	\$0	\$55,800
Subtotal Residential		\$67,109	\$197,100
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue		\$67,109	\$197,100

Bike Trail Improvements

In the Westbrook project, the bike trail system is integrated within the open space parcel. The bike trail runs along the open space corridor. **Map 1-2** illustrates the proposed bike trail in the project.

Facility Costs

Table 9-12 shows the total estimated bike trail improvement costs. The bike trail costs are estimated at roughly \$98,800. The rough grading of the bike trail is the obligation of the adjacent parcel and will be completed with the grading of the parcel, either in its entirety or consistent with any proposed phasing of the parcel. The cost of the bike trail improvements include, but are not limited to, the following types of facilities:

- Bike Trail Entry Points
- Bike Trail and Shoulder
- Bike Trail Kiosks
- Post and Cable Fences

Detailed bike trail improvements and costs are provided by MacKay & Soms in a separate report.

Phasing

The development of Phase A would have no initial set of bike trail improvements.

Funding Strategy

Existing Fee Programs

The City's bike trail impact fee will fund the bike trail improvements throughout Westbrook and connect to adjacent developed bike trails. **Table 9-13** creates an updated fee for the Westbrook project by allocating the total bike trail improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household factors that vary by unit size.

Table 9-14 shows the bike trail impact fee revenues for Phase A and Buildout. The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for construction the bike trails in the project. The City will construct the bike trails as funding is available.

Table 9-12 (previously 9-13)
Westbrook Financing Plan
Bike Trail Costs (2011\$)

Item	Phase A	Buildout
Bike Trail	\$0	\$98,784
Total		\$98,784

Source: MacKay & Soms, Park-Paseo-Trail Cost Estimates 8/8/2011

Note: All costs include estimates of a 20% Contingency and 20% Soft Costs.

Table 9-13 (previously 9-14)
Westbrook Financing Plan
Public Facilities Cost Allocation: Bike Trail Costs (2011\$)

Item	Land Uses		Bike Trail Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$27,531	\$295	\$57
Low Density (Age-Restricted)	91.6	493	\$25,236	\$276	\$51
Medium Density	56.4	433	\$21,217	\$376	\$49
High Density	24.1	620	\$24,800	\$1,029	\$40
Subtotal Residential	265.3	2,029	\$98,784		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

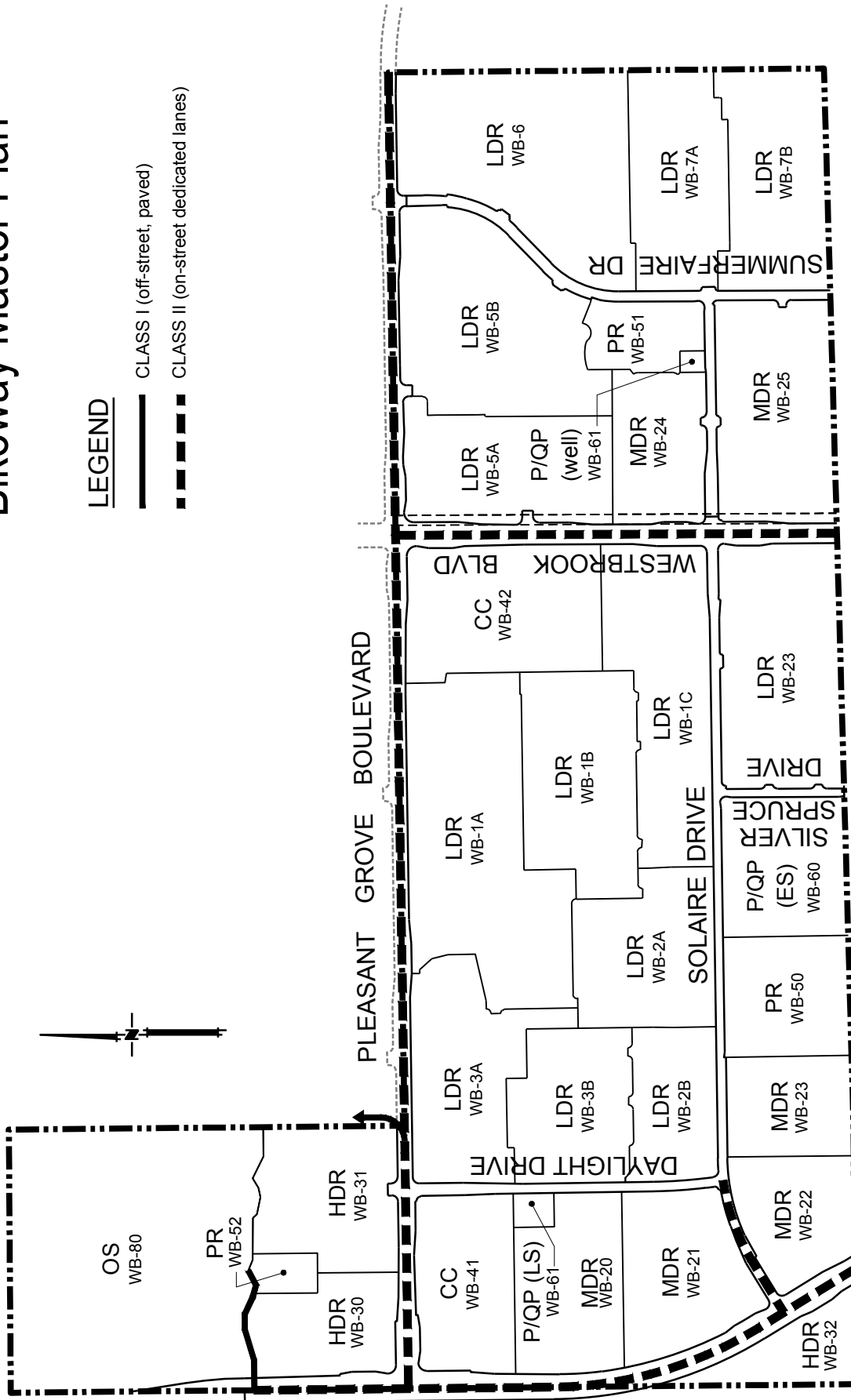
Table 9-14 (previously 9-15)
Westbrook Financing Plan
Bike Trail Revenue by Phase

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$57	\$22,458	\$27,531
Low Density (Age-Restricted)	\$51	\$0	\$25,236
Medium Density	\$49	\$7,497	\$21,217
High Density	\$40	\$0	\$24,800
Subtotal Residential		\$29,955	\$98,784
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Park)		\$29,955	\$98,784

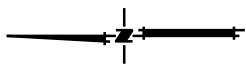
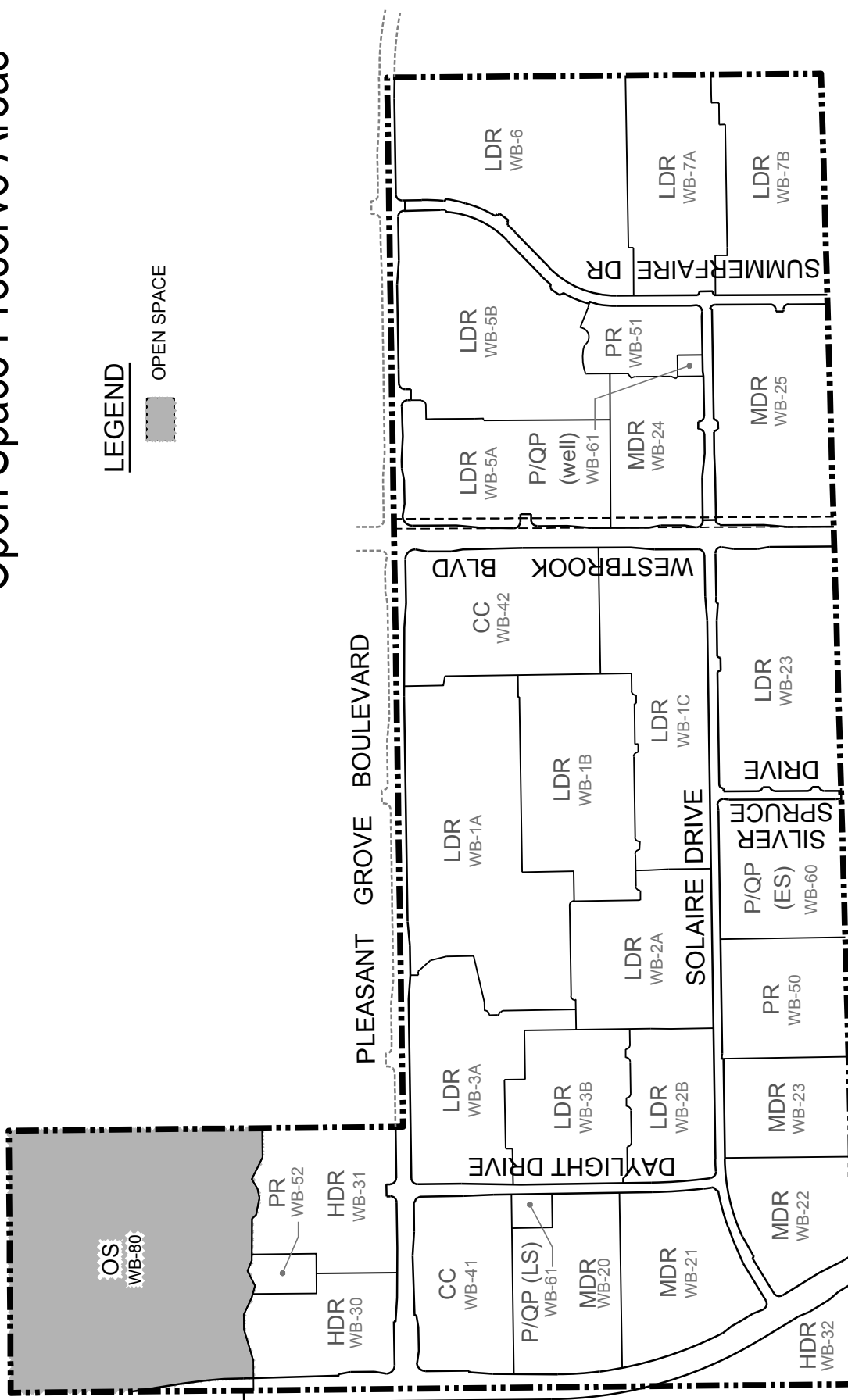
Paseo Improvements

The paseos in Westbrook will be funded and built by the developing parcel owner where the paseos are planned. The costs have not been included in this Financing Plan and will be built in accordance with a City approved Phasing plan.

Exhibit X Bikeway Master Plan



Open Space Preserve Areas



Westbrook Addition

PARCEL		SPECIFIC PLAN LAND USE		Specific Plan (amended)														
				ACRES	UNITS	DENSITY	WATER EDUs		% of WB	SEWER EDUs		% of WB	RECYCLED		% of WB	TRAFFIC		% of WB
							WATER EDUs						WATER EDUs			EDUs		
WB-1/1A	LDR			22.5	87	3.9	87	5.54%	4.48%	87	4.48%	5.54%	87	5.54%	5.54%	87	4.01%	4.01%
WB-1B	LDR			14.2	87	6.1	87	5.54%	4.48%	87	4.48%	5.54%	87	5.54%	5.54%	87	4.01%	4.01%
WB-1C	LDR			14.8	85	5.7	85	5.42%	4.38%	85	4.38%	5.42%	85	5.42%	5.42%	85	3.92%	3.92%
WB-2/2A	LDR			11.4	66	5.8	66	4.21%	3.40%	66	3.40%	4.21%	66	4.21%	4.21%	66	3.04%	3.04%
WB-2B	LDR			6.9	35	5.1	35	2.23%	1.80%	35	1.80%	2.23%	35	2.23%	2.23%	35	1.61%	1.61%
WB-3/3A	LDR			11.6	66	5.7	66	4.21%	3.40%	66	3.40%	4.21%	66	4.21%	4.21%	66	3.04%	3.04%
WB-3B	LDR			10.2	67	6.6	67	4.27%	3.45%	67	3.45%	4.27%	67	4.27%	4.27%	67	3.09%	3.09%
WB-4	LDR			16.0	89	5.6	89	5.67%	4.59%	89	4.59%	5.67%	89	5.67%	5.67%	89	4.10%	4.10%
WB-5	LDR			30.5	157	5.1	157	10.01%	8.09%	157	8.09%	10.01%	157	10.01%	10.01%	157	7.24%	7.24%
WB-6	LDR			21.6	103	4.8	103	6.56%	5.31%	103	5.31%	6.56%	103	6.56%	6.56%	103	4.75%	4.75%
WB-7	LDR			25.1	134	5.3	134	8.54%	6.91%	134	6.91%	8.54%	134	8.54%	8.54%	134	6.18%	6.18%
Low Density Residential				184.8	976	5.3	976	62%	50%	976	50%	62%	976	62%	62%	976	45%	45%
WB-20	MDR			10.0	80	8.0	57	3.63%	4.12%	80	4.12%	3.63%	57	3.63%	3.63%	80	3.69%	3.69%
WB-21	MDR			10.0	80	8.0	57	3.63%	4.12%	80	4.12%	3.63%	57	3.63%	3.63%	80	3.69%	3.69%
WB-22	MDR			7.4	61	8.2	43	2.74%	3.14%	61	3.14%	2.74%	43	2.74%	2.74%	61	2.81%	2.81%
WB-23	MDR			7.2	59	8.2	42	2.68%	3.04%	59	3.04%	2.68%	42	2.68%	2.68%	59	2.72%	2.72%
WB-24	MDR			7.5	53	7.1	37	2.36%	2.73%	53	2.73%	2.36%	37	2.36%	2.36%	53	2.44%	2.44%
WB-25	MDR			14.3	100	7.0	71	4.53%	5.15%	100	5.15%	4.53%	71	4.53%	4.53%	100	4.61%	4.61%
Medium Density Residential				56.4	433.0	7.7	307	20%	22%	433	22%	20%	307	20%	20%	433	20%	20%
WB-30	HDR			7.9	237	30.0	69	4.40%	8.35%	162	8.35%	4.40%	69	4.40%	4.40%	146	6.73%	6.73%
WB-31	HDR			11.1	255	23.0	75	4.78%	8.97%	174	8.97%	4.78%	75	4.78%	4.78%	158	7.28%	7.28%
WB-32	HDR			5.1	128	25.1	37	2.36%	4.48%	87	4.48%	2.36%	37	2.36%	2.36%	79	3.64%	3.64%
WB-33	HDR			0.0			0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
High Density Residential				24.1	620	30.0	181	12%	22%	423	22%	12%	181	12%	12%	383	18%	18%
WB-40	CC (CMU)			0.0			0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
WB-41	CC			10.0			43	2.74%	2.27%	44	2.27%	2.74%	43	2.74%	2.74%	154	7.10%	7.10%
WB-42	CC			14.5			62	3.95%	3.30%	64	3.30%	3.95%	62	3.95%	3.95%	224	10.32%	10.32%
WB-43	CC			0.0			0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%	0	0.00%	0.00%
Community Commercial				24.5			105	7%	6%	108	6%	7%	105	7%	7%	378	17%	17%
TOTAL				290	2,029	7.0	1,569	100%	100%	1,940	100%	100%	1,569	100%	100%	2,170	100%	100%

Note:

- [1] LDR & MDR based on net acres
- [2] HDR based on gross acres
- [3] One Water EDU = 600 gpd (Based on Table 2-1 of the Westbrook Potable Water Master Plan, March 2011). LDR = 600 gpd/EDU, MDR = 430 gpd/EDU, HDR = 177 gpd/EDU, and CC = 2,598 gpd/acre
- [4] One Sewer EDU = 190 gpd (Based on Table 1 of the Westbrook Sanitary Sewer Master Plan, 24 Aug 2011). LDR = 190 gpd/EDU, MDR = 190 gpd/EDU, HDR = 130 gpd/EDU, and CC = 850 gpd/acre
- [5] One Water EDU = 600 gpd (Based on Table 2-1 of the Westbrook Potable Water Master Plan, March 2011). LDR = 600 gpd/EDU, MDR = 430 gpd/EDU, HDR = 177 gpd/EDU, and CC = 2,598 gpd/acre
- [6] Trip factor from City Traffic Mitigation Fee Study

RESOLUTION NO. _____

AMENDING THE SIERRA VISTA SPECIFIC PLAN TO CHANGE THE LAND USE
DESIGNATIONS AND TEXT ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE
RELATED TO WESTBROOK PHASE 2 AND 3

WHEREAS, a proposal for amending the land use map and text of the Westbrook portion of the Sierra Vista Specific Plan of the City of Roseville was submitted to the Planning Commission of the City; and

WHEREAS, the Planning Commission held a public hearing on the proposed land use map on March 24, 2016; and

WHEREAS, on April 20, 2016, the City Council held a public hearing at which time the proposed land use map was considered; and

WHEREAS, on April 20, 2016, the City Council has considered the Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration (SCH # 2008032115, adopted June 25, 2012), which was completed in compliance with the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, and has adopted within the project all mitigation measures within the responsibility and jurisdiction of the City of Roseville that are identified in the Mitigated Negative Declaration and the adopted Mitigation Monitoring Program for the Sierra Vista Specific Plan; and

WHEREAS, the land use map as proposed is consistent with the adopted City of Roseville General Plan; and

WHEREAS, it is the desire of this City Council to approve said land use designation and text amendments to the Sierra Vista Specific Plan as conducive to public health, safety and welfare, and consistent with the land use practices of the City; and

WHEREAS, the Addendum and the Amendments to the Specific Plan are incorporated by this reference as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the land use map and text of the Specific Plan (attached as Exhibits “B” and “F”), is adopted as set forth in the Sierra Vista Specific Plan dated August 1, 2012 which is on file in the City Clerk’s Office.

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

Westbrook SPA

Redline Change Pages
for
Sierra Vista Specific Plan

Public Hearing Draft
March 4, 2016

1.2 Project Objectives

The ultimate development pattern and urban framework for the SVSP are guided by the following objectives:

- ❑ **Complete Comprehensive Planning for the SVSP Area:** Formulate a specific plan and related land use planning documents and regulatory approvals for the SVSP as a means of expanding the City in an orderly manner, and that accommodates Roseville's share of future regional population growth, that is compatible with surrounding land uses, that complements the pattern and intensity of existing development in the City, and that provides new benefits to the City.
- ❑ **Mix of Land Uses:** Provide for a mix of land uses within the SVSP to create a balanced community with 8,679 residential units on approximately ~~1,133~~ ~~2,075~~ acres; ~~241~~ ~~259~~ acres of commercial, commercial mixed-use, and business professional uses; ~~494~~ ~~495~~ acres of parks and open space, and supporting public/quasi-public uses; and 40 acres of urban reserve.
- ❑ **Existing Policies:** Satisfy the City policies, regulations and expectations as defined in the General Plan, City/Placer County Memorandum of Understanding (MOU), City/USFWS MOU, Growth Management Visioning Committee recommendations, Council Edge Policy, Zoning Ordinance, Improvement Standards, and other applicable plans, documents, and programs adopted by the City.
- ❑ **Blueprint Consistency:** Provide for development that meets the City's nine identified Blueprint implementation strategies to achieve the Blueprint Principles adopted by the City Council in June 2005. Achieve project design characteristics that are reflective of the general policy direction embodied in the City's adopted General Plan and Blueprint implementation strategies, including connectivity between neighborhoods commercial uses, and schools and parks. By focusing development on lands adjacent to existing urban areas and infrastructure, the Blueprint strives to reduce the pressure to urbanize other agricultural or habitat lands within the greater Sacramento region, and thereby minimize long-term environmental impacts within the region.
- ❑ **Commercial/Employment Center:** Provide for retail/commercial and office opportunities along key sub-regional transportation corridors such as Baseline Road and Santucci Blvd.
- ❑ **Jobs/Housing Balance:** Strive for a land use mix and pattern of development that provides linkages between jobs and employment uses, will provide a reasonable jobs/housing balance, and will maintain the fiscal viability of the City.
- ❑ **Housing Opportunities:** Plan for approximately 8,679 residential units to provide housing choices in varying densities that respond to all market segments, including opportunities for rental units and affordable housing consistent with the City's General Plan.



E. Parks and Open Space



A comprehensive system of parks and open space are planned within the Sierra Vista community. Approximately ~~423~~ 424 acres (20%) of the Plan Area are provided for these features, which together create another community-defining element that supports Roseville's long-standing heritage as a City with high-quality parks. Several park types are provided, each designed to meet different needs of community residents. Large neighborhood parks are sited throughout the community adjacent to elementary and middle schools, maximizing joint-use opportunities for outdoor recreation facilities. Small neighborhood parks are provided in greater frequency throughout the community, generally sited in a manner to ensure that a park anchors many residential neighborhoods. Schools in the Plan Area are adjacent to park sites and are linked to one another through a combination of paseos and open space corridors. Within paseos and open space areas, over 15 miles of street-separated pathways are provided for both bicyclists and pedestrians, which provide connections between the residential neighborhoods and the community's public spaces. Several natural features in the Plan Area will be preserved as open space, including the Curry Creek corridor and intermittent drainages within, and adjacent to, the Western Area Power Authority (WAPA) corridor. These open space areas provide opportunities for locating Class I bike paths that further strengthen the community-wide linkages between parks, schools, and residential neighborhoods.



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	<u>622.7</u> 670.54	<u>30.0%</u> 32.30%	<u>3,004</u> 3,236	<u>34.6%</u> 37.20%
<u>LDR</u>	<u>LDR – Age Restricted</u>	<u>RS/DS</u>	<u>91.6</u>	<u>4.4%</u>	<u>493</u>	<u>5.7%</u>
MDR	Medium Density Residential	RS/DS	<u>326.2</u> 349.26	<u>15.7%</u> 16.83%	<u>2,657</u> 2,849	<u>30.6%</u> 32.83%
HDR	High Density Residential	R3	<u>92.0</u> 95.36	<u>4.4%</u> 4.59%	<u>2,270</u> 2,339	<u>26.2%</u> 26.95%
Sub-totals			<u>1,132.5</u> 1,115.16	<u>54.5%</u> 53.73%	8,424	<u>97.1%</u> 97.06%
Commercial and Employment						
CC	Community Commercial (Commercial Mixed Use)	CMU/SA	<u>35.0</u> 41.18	<u>1.7%</u> 1.98%	255	2.94%
CC/BP	Community Commercial/ Business Professional (Mixed Use)	CC/SA	27.39	1.32%	--	--
CC	Community Commercial	CC & GC	<u>178.2</u> 190.23	<u>8.6%</u> 9.16%	--	--
Sub-totals			<u>240.6</u> 258.80	<u>11.6%</u> 12.47%	255	2.94%
Open Space/Public						
P/QP	Public/Quasi-Public	P/QP	71.72	3.45%	--	--
PR	Parks & Recreation	PR	<u>105.4</u> 106.33	<u>5.1%</u> 5.12%	--	--
OS	Open Space	OS	303.27	14.61%	--	--
OS	Paseo (60'-wide)	OS	13.96	0.67%	--	--
UR	Urban Reserve	UR	40.08	1.93%	--	--
Sub-totals			<u>534.5</u> 535.36	<u>25.8%</u> 25.78%	--	--
Right of Way/ Landscape Corridor			<u>168.1</u> 166.35	<u>8.1%</u> 8.01%	--	--
TOTAL			<u>2075.7</u> 2,080.86 ac	100%	8,679 du	100%

Note: See Table 7-4 for net Paseo total acres

Last Updated: December 10, 2014

City of Roseville

Exhibit F
6 of 42

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	FINALED UNITS	AVAILABLE UNITS	DENSITY
UR-92	Urban Reserve	UR	40.08				
Sub-totals (Urban Reserve)			40.08	0	0	0	
WB-1A	LDR (Residential – Age-Restricted)	RS/DS	<u>22.5</u> 20.03	<u>87</u> 96	0	0	<u>4.0</u> 5.0
WB-1B	LDR (Residential – Age-Restricted)	RS/DS	<u>14.2</u>	<u>87</u>	<u>0</u>	<u>0</u>	<u>6.0</u>
WB-1C	LDR (Residential – Age-Restricted)	RS/DS	<u>14.8</u>	<u>85</u>	<u>0</u>	<u>0</u>	<u>6.0</u>
WB-2A	LDR (Residential – Age-Restricted)	RS/DS	<u>11.4</u> 19.72	<u>66</u> 95	0	0	<u>6.0</u> 5.0
WB-2B	LDR (Residential – Age-Restricted)	RS/DS	<u>6.9</u>	<u>35</u>	<u>0</u>	<u>0</u>	<u>5.0</u>
WB-3A	LDR (Residential – Age-Restricted)	RS/DS	<u>11.6</u> 14.10	<u>66</u> 71	0	0	<u>6.0</u> 5.0
WB-3B	LDR (Residential – Age-Restricted)	RS/DS	<u>10.2</u>	<u>67</u>	<u>0</u>	<u>0</u>	<u>7.0</u>
WB-4	LDR (Residential)	RS/DS	<u>16.0</u> 11.67	<u>89</u> 59	0	0	<u>6.0</u> 5.0
WB-5	LDR (Residential)	RS/DS	<u>30.5</u> 32.63	<u>157</u> 150	0	0	5.0
WB-6	LDR (Residential)	RS/DS	<u>21.6</u> 31.67	<u>103</u> 155	0	0	5.0
WB-7	LDR (Residential)	RS/DS	<u>25.1</u> 15.76	<u>134</u> 79	0	0	5.0
WB-20	MDR (Residential)	RS/DS	<u>10.0</u> 21.74	<u>80</u> 162	0	0	8.0
WB-21	MDR (Residential)	RS/DS	<u>10.0</u> 8.66	<u>80</u> 65	0	0	8.0
WB-22	MDR (Residential)	RS/DS	<u>7.4</u> 13.11	<u>61</u> 104	0	0	8.0
WB-23	MDR (Residential)	RS/DS	<u>7.2</u> 16.85	<u>59</u> 130	0	0	8.0
WB-24	MDR (Residential)	RS/DS	<u>7.5</u> 8.34	<u>53</u> 60	0	0	<u>7.0</u> 8.0
WB-25	MDR (Residential)	RS/DS	<u>14.3</u> 14.91	<u>100</u> 114	0	0	<u>7.0</u> 8.0
WB-30	HDR (Residential)	R3	<u>7.9</u> 4.79	<u>100</u> 120	0	0	<u>30.0</u> 25.0
WB-31	HDR (Residential)	R3	<u>11.1</u> 8.16	<u>255</u> 207	0	0	<u>29.0*</u> 25.0
WB-32	HDR (Residential)	R3	<u>5.1</u> 8.00	<u>128</u> 200	0	0	25.0
WB-33	HDR (Residential)	R3	<u>6.53</u>	<u>162</u>	<u>0</u>	<u>0</u>	<u>25.0</u>
WB-40	Commercial Mixed Use	CMU/SA	<u>6.17</u>				
WB-41	CC (Commercial)	CC	<u>10.0</u> 19.30				
WB-42	CC (Commercial)	CC	<u>14.5</u> 12.86				
WB-43	CC (Commercial)	CC	<u>4.35</u>				
WB-50	PR (Park)	PR	<u>8.7</u> 9.60				
WB-51	PR (Park)	PR	<u>4.40</u>				
WB-52	PR (Park)	PR	<u>1.53</u>				
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.00				
WB-61	Public/Quasi-Public (Well)	P/QP	0.30				
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.80				
WB-80	OS (Open Space)	OS	<u>36.658</u>				
Sub-totals (Westbrook)			<u>352.1</u> <u>362.56</u>	2,029	0	0	
ROW	Right of Way/Landscape Corridors		<u>168.1</u> <u>166.35</u>				
Sub-totals (ROW)			<u>168.1</u> <u>166.35</u>	0	0	0	
Total			<u>2,075.7</u> <u>2,090.86</u>	8,679	0	0	

Updated December 10, 2014

Community Commercial (CC) – Mixed Use

FAR & Density:	Commercial/Office: Up to 3.0 FAR Residential: 13.0 dwelling units per acre and higher
Applied Zoning Districts:	CMU/SA – Commercial Mixed Use/Special Area overlay
Description:	Sites with a Community Commercial (CC) – Mixed Use designation are intended to develop as mixed-use centers that allow for a combination of commercial, office, and residential uses. To foster this type of development pattern, these sites have a Commercial Mixed Use (CMU) zoning district, which is combined with a Special Area (SA) overlay. These sites are intended to promote a variety of commercial use types and the flexible citing of other uses that are typically considered to be compatible with commercial development. The permitted uses on these parcels could be mixed in either a horizontal or vertical manner. This means that a commercial/office component could be co-located on the same site with a residential component, or that a commercial/office component could be located on the ground floor of a multi-story residential component. This allows flexibility for future market conditions while maintaining sites for local neighborhood services. At full buildout of the Plan Area, these CMU parcels can accommodate approximately 366,000 473,000 sq. ft. of commercial/office uses (assuming FAR of 0.4 for the portion of each site assumed to be non-residential) and 255 residential units. For most CMU parcels, the development allocation is assumed to be 60% commercial/office and 40% high-density residential. However, for parcel WB 40 the development allocation is assumed to be 100% commercial/office, with any residential allocation transferred from other parcels per the SVSP's unit transfer provisions, up to a maximum allocation of 65 units. While the intent is that each CMU site develops with a mixture of uses, it could develop solely as a commercial use, or with a different mixture of commercial/residential uses, provided some non-residential use is provided. Therefore, the final development plan for each site may ultimately deviate from the square footage/ dwelling unit assumptions listed in Table 4-2. See Figure B-23 for an illustrative concept plan.
Permitted Uses & Development Standards	As specified in the City of Roseville Zoning Ordinance.

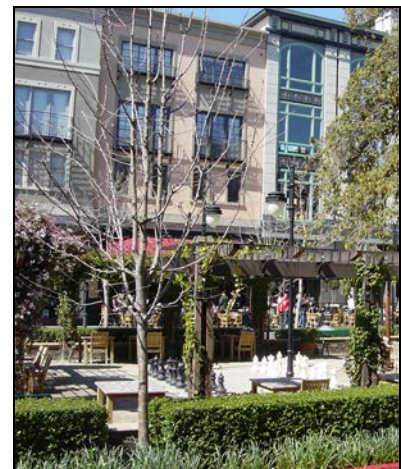


Table 5-2: Affordable Housing Goal

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 ¹	MDR	113	23	9	9	5
KT-20	MDR	202	31			31
WB-20	MDR	162	29			29
WB-21	MDR	65	12			12
CG-31	HDR	420	80	40	40	
FD-30	HDR	86	86	43	43	
FD-31	HDR	86	86	43	43	
FD-32	HDR	178	43			43
KT-30	HDR	150	124	62	62	
JM-30	HDR	138	138	69	69	
WB-30	HDR	237	237³	68	169³	
WB-32 33	HDR	128 162	128³ 162	92 81	36³ 81	
Total			1,030³ 868	426 347	471³ 347	133 174

1 Carriage units are intended to fulfill the very-low and low income obligation

2 Middle-income purchase unit obligations may also be fulfilled via additional low-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.

3. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.

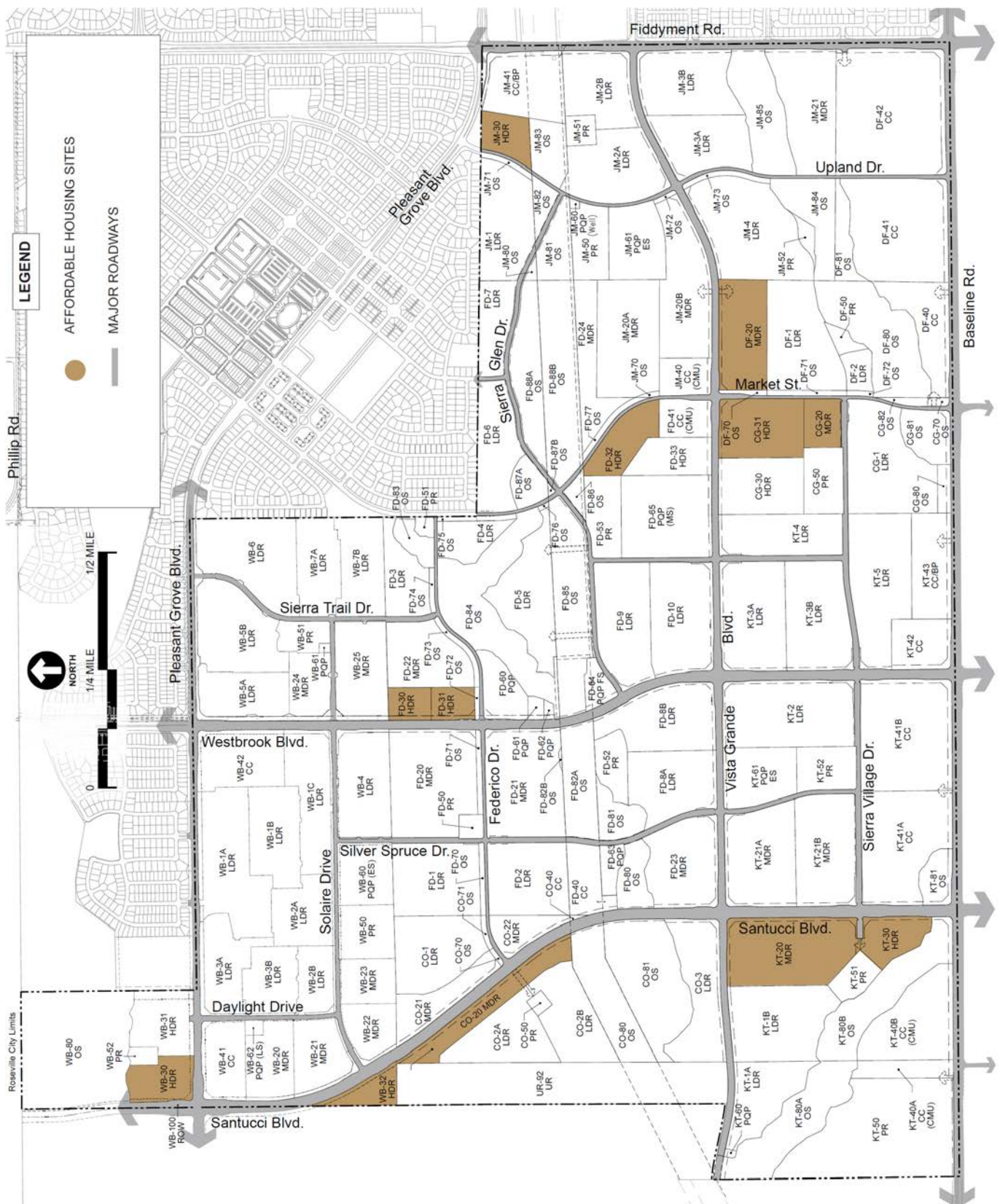
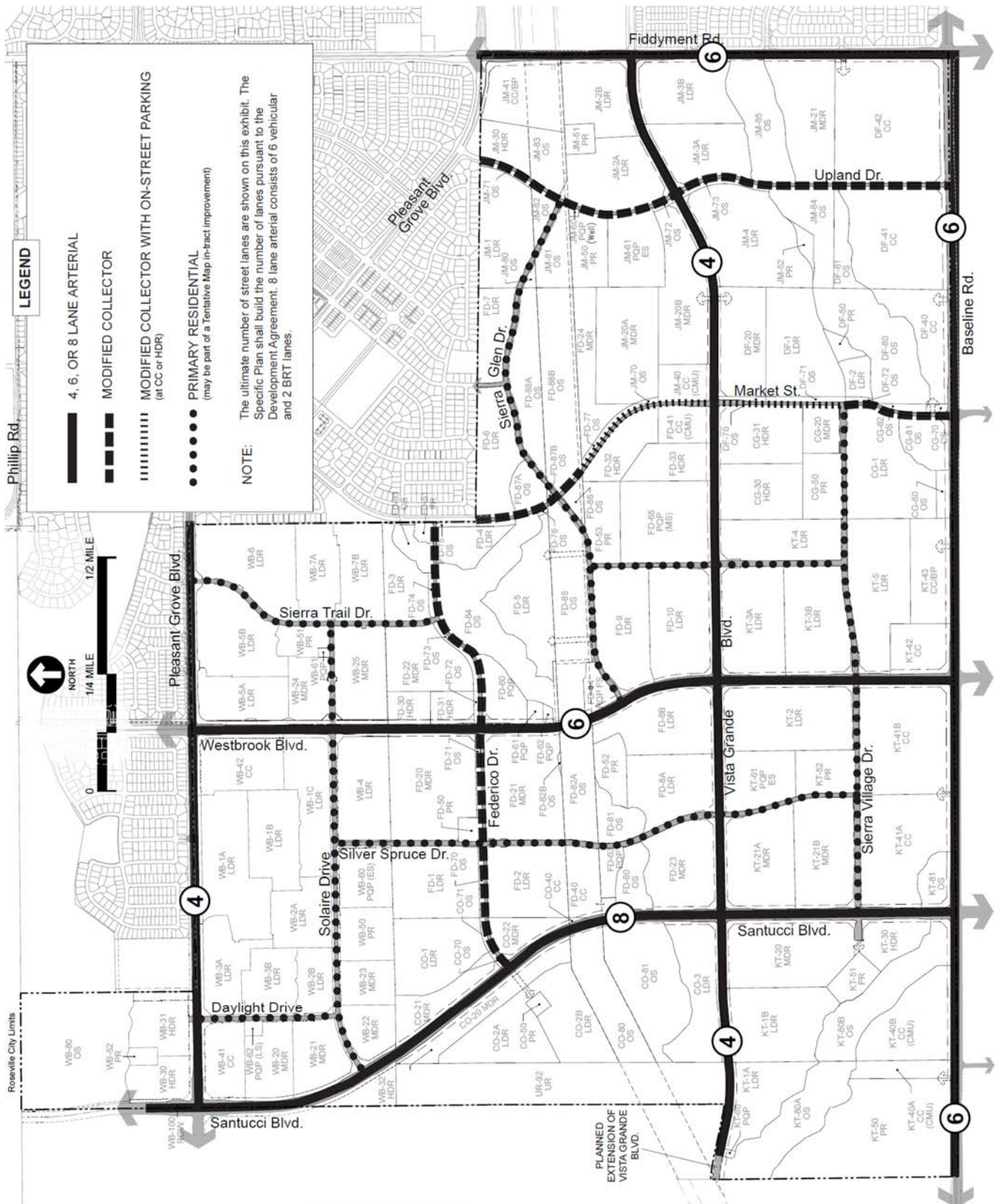
Figure 5-1: Affordable Housing Sites **UPDATED EXHIBIT**

Table 6-1: Roadway Summary

Roadway Type/Name	Roadway		Landscape Corridor		Landscape Median	Parking	Fig. #
	Reserved Lane Capacity	Right of Way	Adjacent to LDR & MDR ¹	Adjacent to Other Uses ²			
Arterial Roadways ³							
Santucci Boulevard ⁴	8	122'	40'	40'	14'	None	6-2
Baseline Road ⁴	6	100'	50'	50'	14'	None	6-3
Fiddymment Rd. & Westbrook Blvd.	6	100'	35'	50'	14'	None	6-4
Vista Grande Boulevard & Pleasant Grove Boulevard	4	76'	35'	50'	14'	None	6-5
Collector Roadways ³							
Collector	2	34'	30/60'	30/60'	None	None	6-7
Modified Collector w/ Parking	2	44'	20/50'	20/50'	None	one side	6-8
Local Roadways							
Primary Residential (attached walk)	2	46' ⁷	n/a	n/a	n/a	on street	6-9
Primary Residential (detached walk) ⁶	2	58' ⁷	n/a	n/a	n/a	on street	6-10
Modified Residential w/ Paseo	2	63'	n/a	n/a	n/a	on-street	6-11
Minor Residential (attached walk)	2	42'	n/a	n/a	n/a	on street	6-12
Minor Residential (detached walk)	2	54'	n/a	n/a	n/a	on street	6-13
Wide Alley (no parking) ⁸	2	22'	n/a	n/a	n/a	None	6-14
Wide Alley (parking permitted) ⁸	2	22'	n/a	n/a	n/a	on apron	6-15
Narrow Alley (with curb & gutter) ⁸	1	16'	n/a	n/a	n/a	on apron	6-16
Narrow Alley (without curb & gutter) ⁸	1	16'	n/a	n/a	n/a	on apron	6-17

1. Landscape corridors adjacent to LDR and MDR along arterial and collector roadways will be incorporated within the ROW.
2. Landscape corridors will not be constructed adjacent to parks. Adjacent to open space, a PUE/LSE is provided (width varies depending on roadway type) with post and cable fencing constructed 3' from back of walk. At culvert crossings, sidewalk is monolithic.
3. Ancillary right-turn lanes, bus turn-out's, and standard tapers are permitted reductions to the landscape corridors (PUE/LSE) or paseos. See Figure 6-18.
4. A center median, 8-feet in width, is required as a pedestrian refuge at all Santucci Blvd. intersections and those Baseline intersections that have triple left's. A 6-foot reduction in overall landscaping adjacent to these areas is allowed (in no case shall landscaping width be less than 25-feet).
5. Rolled curb and gutter is permitted with detached walks where residential units' driveways access the street.
6. BOC to BOC width may be reduced from 38' to 34' where adjacent to open space and no on-street parking is provided. The design of ~~Mountain Glen Solaire~~ Dr., between Santucci Blvd. and ~~La Sierra Daylight~~ Dr., has a BOC to BOC width of 38-feet (to match the primary residential roadway width), with a 25'-wide landscape corridor on the north side and no landscape corridor on the south side (landscape setback provided on adjacent HDR parcel). Additional pavement width will accommodate dedicated left, through and right turn lanes at the intersection of Santucci Blvd.
7. Alleys are publicly-maintained.

Figure 6-1: Roadway System **UPDATED EXHIBIT**

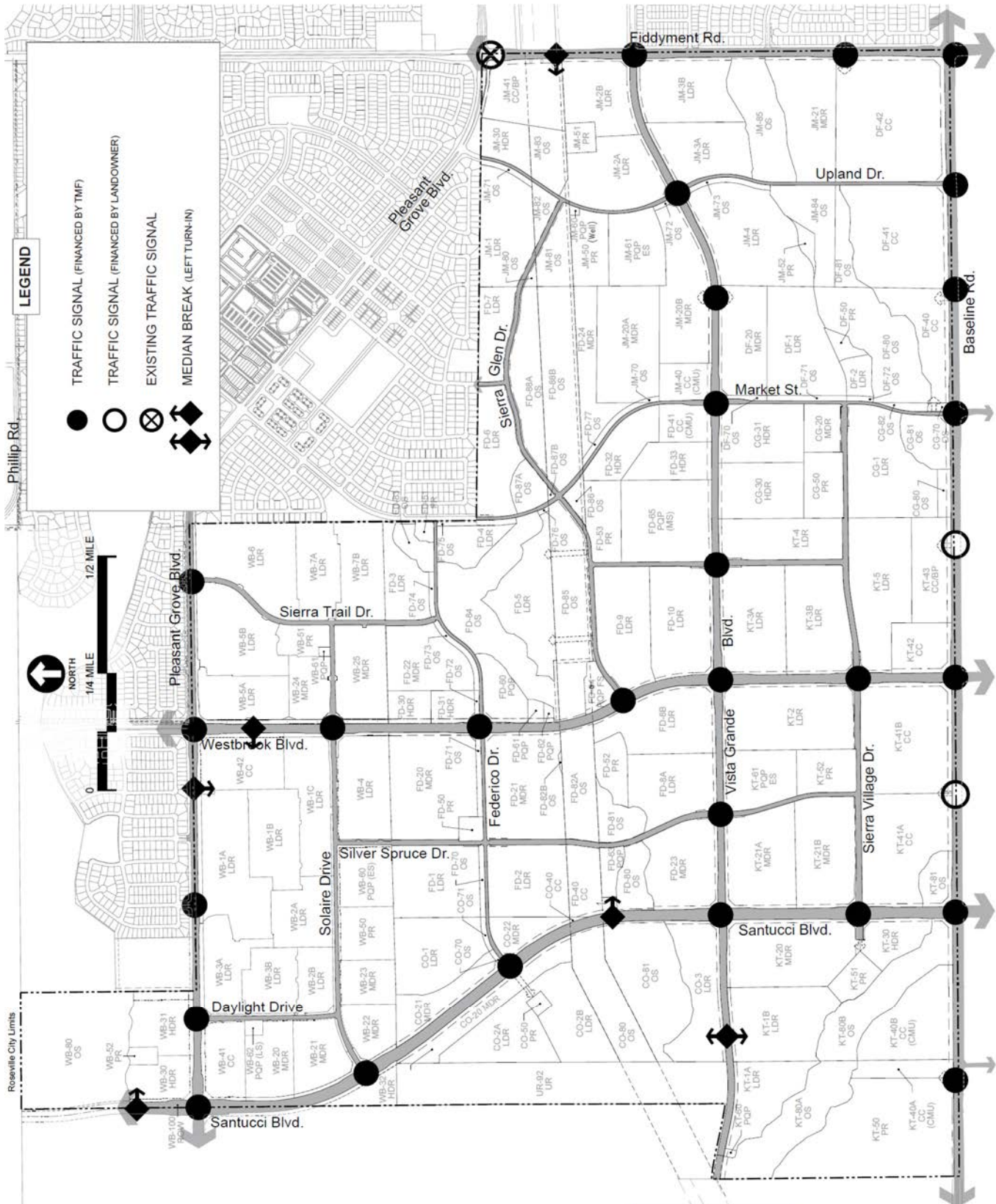
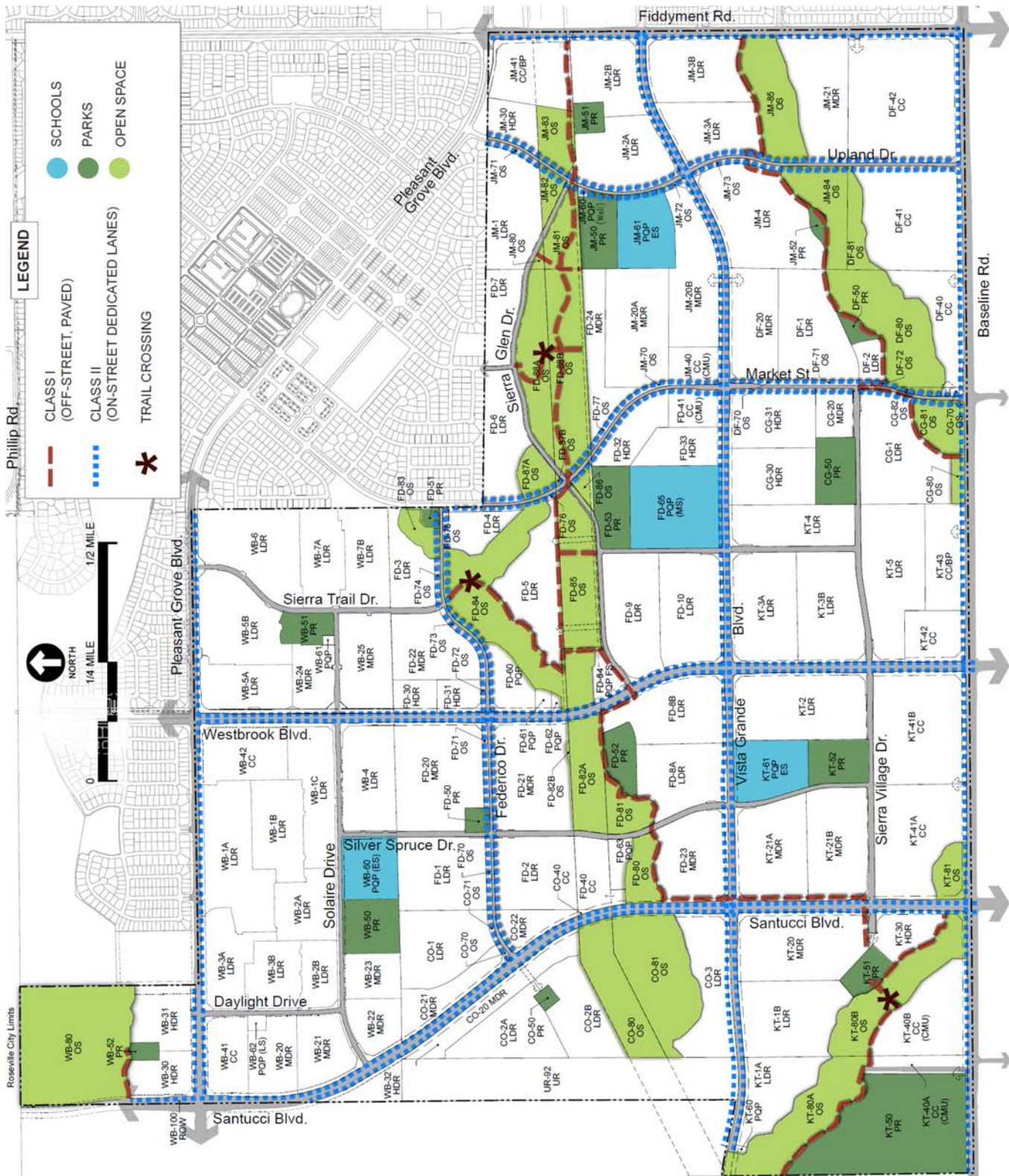
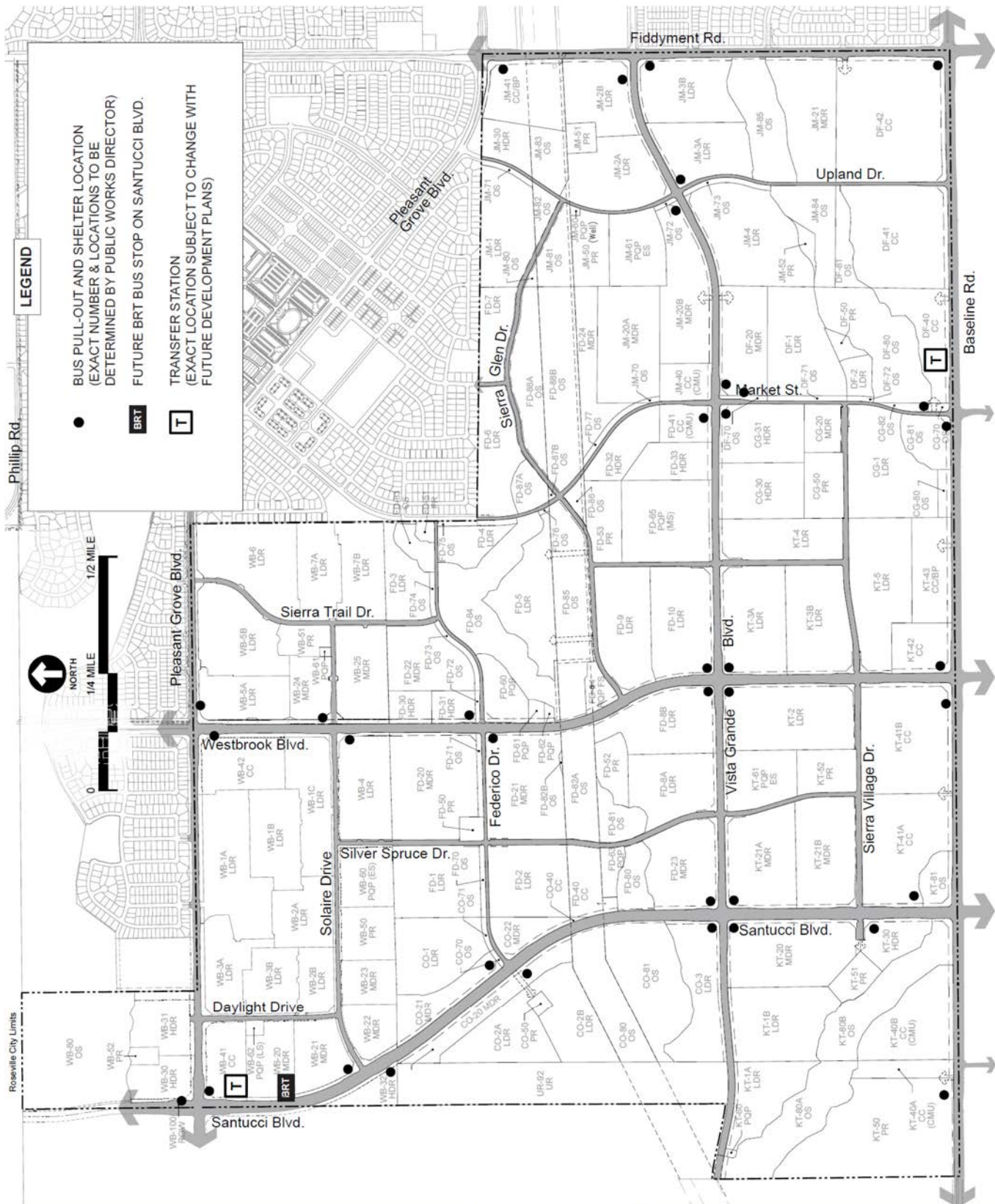
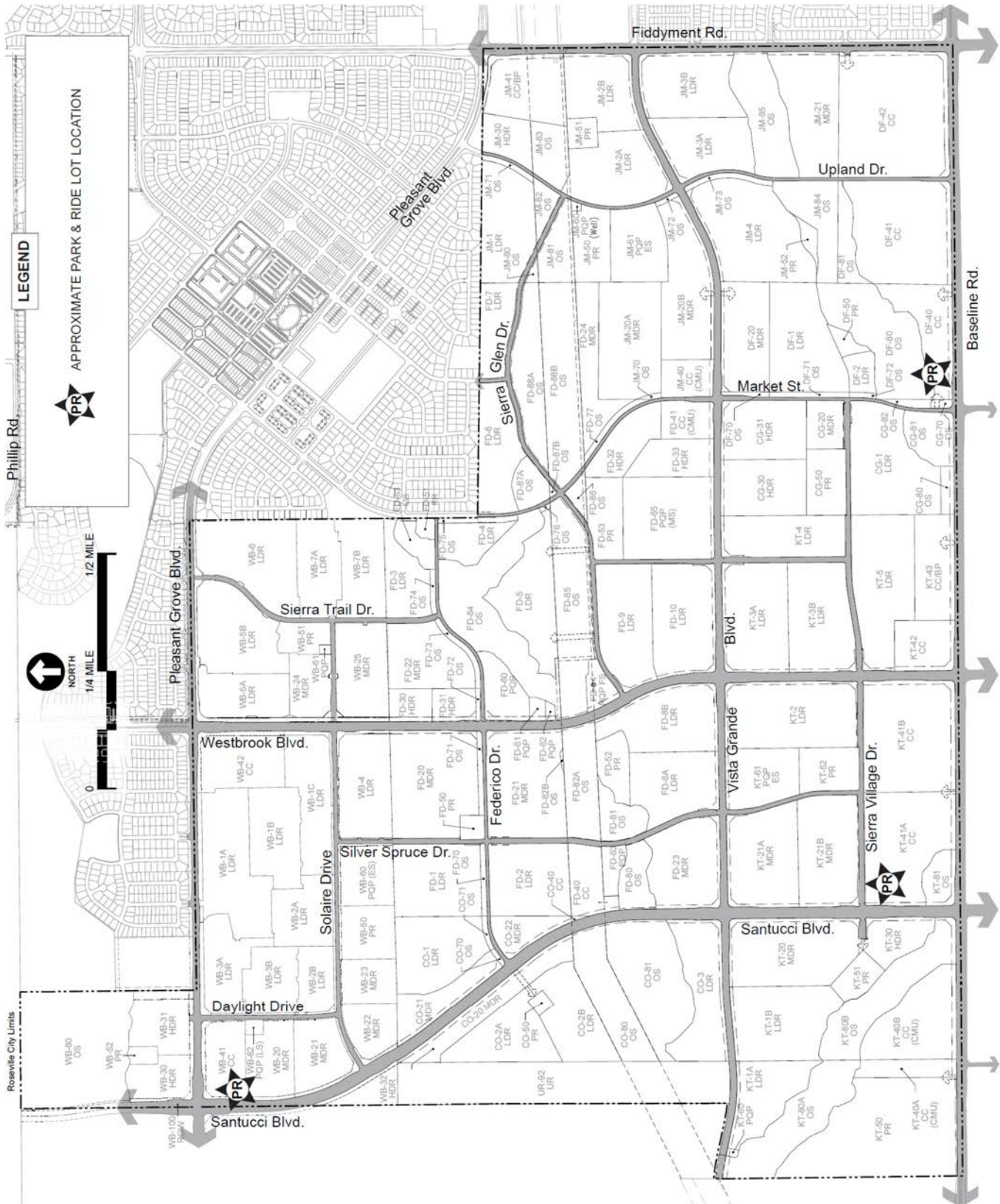


Figure 6-6: Arterial Roadway Traffic Signals and Median Breaks **UPDATED EXHIBIT**

Figure 6-21: Class I and II Bikeways **UPDATED EXHIBIT**

Figure 6-24: Bus Pull-Out and Shelter Locations **UPDATED EXHIBIT**

Figure 6-25: Park & Ride Facilities **UPDATED EXHIBIT**

7-3



A. Parks and Open Space Requirements

Sierra Vista's parks and recreational facilities and open space areas comply with the policies and requirements of the City's General Plan Parks and Recreation Element. For new development areas, the General Plan requires that nine acres of parkland be provided for every 1,000 residents. This requirement is satisfied through three land-dedication components: 3 acres each of citywide park, neighborhood park, and open space.

The 8,679 dwelling units in the Plan Area generate an estimated population of ~~21,749~~ ~~22,045~~ residents based on a blended average for household size ~~of ranging between~~ 2.54 and 2.61 residents for LDR, MDR, and HDR households, and 1.8 residents for age-restricted households. With this estimated population, the City's provision of nine acres per 1,000 residents requires a total of 195.6 ~~198.3~~ credited acres of parkland in the Plan Area. The City's General Plan park dedication requirements are summarized below in Table 7-2.

Table 7-2: General Plan Park Dedication Requirements

	General Plan Standard	Credited Acreage Required
Citywide Park	3 acres per 1,000 residents	<u>65.2</u> 66.1 acres
Neighborhood Park	3 acres per 1,000 residents	<u>65.2</u> 66.1 acres
Open Space	3 acres per 1,000 residents	<u>65.2</u> 66.1 acres
Total Requirement		<u>195.6</u> 198.3 acres



Exhibit F
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Parks and Open Space Provided

Approximately ~~423.424~~ acres of the Sierra Vista Specific Plan has been designated for citywide parks, neighborhood parks, paseos, and open space Preserves. Specifically, the Plan Area designates approximately ~~105.106~~ acres for citywide and neighborhood parks, 14 acres for paseos, and 304 acres for open space areas. Sierra Vista's park lands are summarized in Table 7-3 and sited throughout the Plan Area as illustrated on Figure 7-1.

Credited Parks and Open Space

A total of ~~195.6 198.3~~ acres of credited park land are required within the Plan Area in order to comply with the General Plan's park land dedication requirements. This includes land for citywide and neighborhood parks, as well as open space.

Each acre set aside for active park use is credited as a full acre towards meeting the General Plan park dedication requirement. Depending on the ultimate use, recreational value, or application of Sierra Vista's open space parcels, full or partial credit may be granted for open space land containing informal recreational facilities, paseos, open space amenities, or natural features.

Park land credits for each parcel are outlined in Table 7-3, with a cumulative summary summarized in Table 7-4, below. The credits applied are reflective of each parcel's recreational value as a park or open space amenity.

Table 7-3: Park and Open Space Lands and Credits by Parcel

Parcel	Type	Acreage	Credit Ratio	Credited Ac.
Citywide Park Facilities				
KT-50	Citywide Park	39.95	1:1	39.95
<i>Subtotal</i>		<i>39.95 ac.</i>		<i>39.95_ac.</i>
Neighborhood Parks				
CG-50	Neighborhood Park	7.63	1:1	7.63
CO-50	Neighborhood Park	1.00	1:1	1.00
DF-50	Neighborhood Park	1.79	1:1	1.79
FD-50	Neighborhood Park	1.73	1:1	1.73
FD-51	Neighborhood Park	1.07	1:1	1.07
FD-52	Neighborhood Park	5.51	1:1	5.51
FD-53	Neighborhood Park/School	8.15	1:1	8.15
JM-50	Neighborhood Park/School	8.00	1:1	8.00
JM-51	Neighborhood Park	2.62	1:1	2.62
JM-52	Neighborhood Park	1.50	1:1	1.50

Table 7-3: Park and Open Space Lands and Credits by Parcel

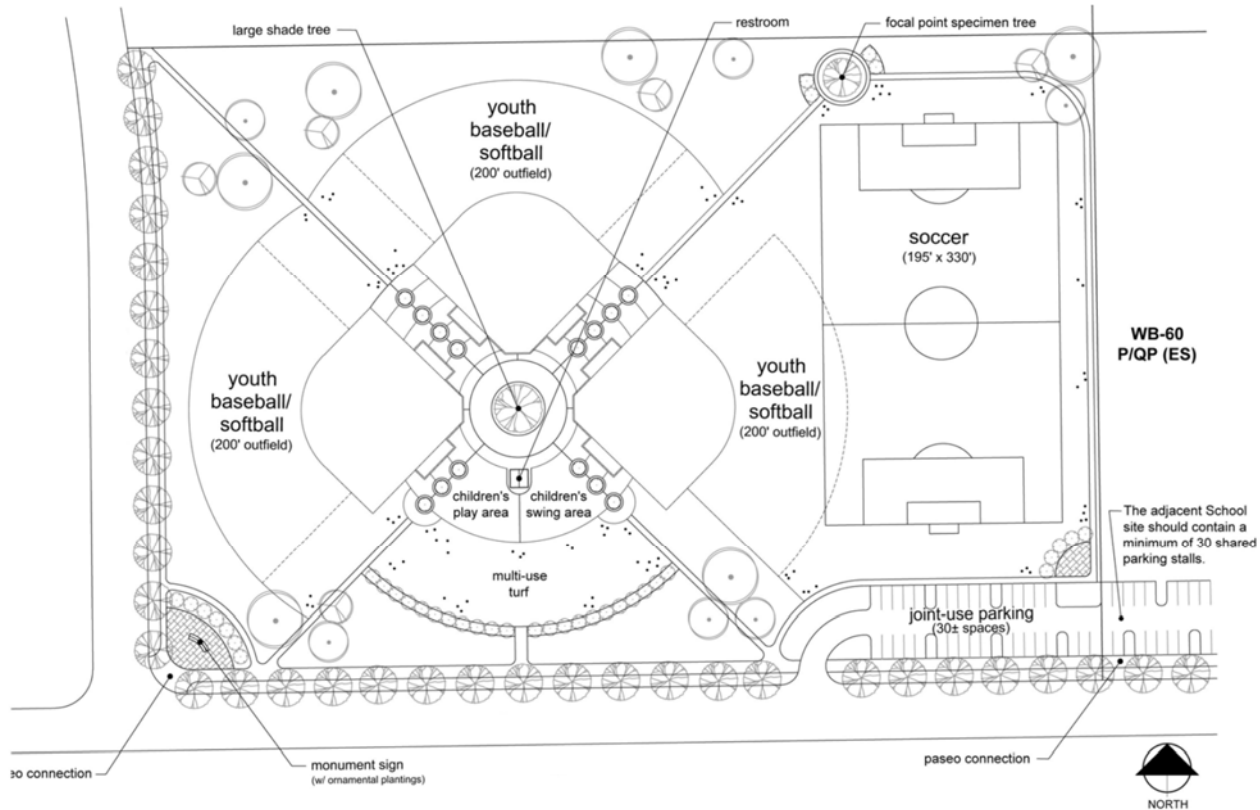
Parcel	Type	Acreage	Credit Ratio	Credited Ac.
KT-51	Neighborhood Park	4.24	1:1	4.24
KT-52	Neighborhood Park/School	7.61	1:1	7.61
WB-50	Neighborhood Park/School	8.79 9.60	1:1	8.79 9.60
WB-51	Neighborhood Park	4.40	1:1	4.40
WB-52	Neighborhood Park	1.53	1:1	1.53
<i>Subtotal</i>		65.48 66.38 ac.		65.48 66.38 ac.
Open Space				
CG-80	Open Space	1.87	1:5	0.37
CG-81	Open Space	6.83	1:5	1.37
CG-82	Open Space	0.95	1:5	0.19
CO-80	Open Space - powerline	14.18	1:10	1.42
CO-81	Open Space	22.92	1:5	4.58
DF-80	Open Space	21.58	1:5	4.32
DF-81	Open Space	4.71	1:5	0.94
FD-80	Open Space	5.66	1:5	1.13
FD-81	Open Space	5.50	1:5	1.10
FD-82A	Open Space - powerline	11.09	1:10	1.11
FD-82B	Open Space	0.14	1:5	0.03
FD-83	Open Space	3.50	1:5	0.70
FD-84	Open Space	25.34	1:5	5.07
FD-85	Open Space - powerline	20.80	1:10	2.08
FD-86	Open Space - powerline	1.68	1:10	0.17
FD-87A	Open Space	4.10	1:5	0.82
FD-87B	Open Space - powerline	0.18	1:10	0.02
FD-88A	Open Space	13.17	1:5	2.63
FD-88B	Open Space - powerline	20.89	1:10	2.09
JM-80	Open Space	0.63	1:5	0.13
JM-81	Open Space - powerline	6.50	1:10	0.65
JM-82	Open Space - powerline	2.67	1:10	0.27
JM-83	Open Space - powerline	6.25	1:10	0.63
JM-84	Open Space	10.38	1:5	2.08
JM-85	Open Space	15.19	1:5	3.04
KT-80A	Open Space	17.91	1:5	3.58
KT-80B	Open Space	17.42	1:5	3.48
KT-81	Open Space	4.65	1:5	0.93
WB-80	Open Space	36.58	1:5	7.32
Paseos	Open Space – Paseos (see Table 7-5)	13.96	1:1	6.05
<i>Subtotal</i>		317.23 ac.		58.30 ac.
TOTAL		422.66 423.56 ac.		164.03 164.93 ac.

Exhibit F
20 of 42**Table 7-4: Park Credit Summary**

Park Type	Credited Acreage Required	Total Acreage Provided	Credited Acreage Received	Surplus/ Shortfall
Citywide	65.2 66.1 acres	40.0 acres	40.0 acres	-25.2 -26.1 acres
Neighborhood	65.2 66.1 acres	65.5 66.4 acres	65.2 66.4 acres	+0.3 acres
Open Space (includes paseos)	65.2 66.1 acres	317.2 acres	58.3 acres	-6.9 -7.8 acres
Total Requirement	195.6 198.3 acres	422.7 423.6 acres	163.5 164.7 acres	-31.8 -33.6 acres

As illustrated above, Sierra Vista satisfies the City's neighborhood park land dedication requirements. However, there is a shortfall in the citywide park and open space components. The Citywide and open space land dedication shortfall is to be satisfied via the City's park in-lieu fee pursuant to General Plan policy.

In addition, paseos are eligible for open space credit. The SVSP includes a paseo design whereby the typical landscape corridors along collector streets (Market Street, Upland Drive, and Federico Drive), are widened by a total width of 26 feet along the collector roadway edge. This additional widened portion of landscape is referred to as paseo and is eligible to receive a 1:1 acre open space parkland credit. A total of 6.05 acres of paseo landscaping will augment the required collector roadway's typical landscape corridor. Therefore, this portion of the paseo is eligible for a total open space credit of 6.05 acres. The specific design for the collector roadways includes one side of the street with a total landscape & paseo width of 60', and the other side with a 30'-wide landscape & paseo. Combined, the total landscape easement and widened paseo component total approximately 13.96 acres as noted in Table 7-3, above. Table 7-5, below, includes a detailed summary of each paseo parcel and its applied open space credit.



Notes: This concept plan is subject to change based on funding, environmental conditions, or other factors. Mix of turf and shrub areas to be determined at the time of final design.

The design of the residential neighborhood along the western edge of the park should provide a minimum of 50% street frontage along the park edge, consisting of a single-loaded street, live-end cul-de-sac, or a combination of both, in order to provide neighborhood park access and on-street parking.

Concept Plan for Neighborhood Park Parcel WB-50 **UPDATED EXHIBIT**

7.3 Schools

A. School Requirements



As shown on Figure 7-2, the majority of the Plan Area is located within the Center Unified School District (CUSD), which serves kindergarten through 12th grade students. The SVSP generates an estimated ~~1,662~~ ~~1,635~~ elementary school (K-6) students, ~~774~~ ~~760~~ middle school (7-8) students, and ~~1,293~~ ~~1,271~~ high school (9-12) students within the CUSD boundaries, as shown in Table 7-6. These Plan Area students generate the need for between two and three new elementary schools and one new middle school in the CUSD.

The remaining portion of the Plan Area is located within the Roseville City School District (RCSD) and Roseville Joint Union High School District (RJUHS). The RCSD serves kindergarten through 8th grade students, while the RJUHS serves 9th through 12th grade students. At buildout, the SVSP generates an estimated ~~396~~ ~~561~~ elementary school (K-5) students and ~~166~~ ~~233~~ middle school (6-8) students in the RCSD, and ~~211~~ ~~295~~ high school (9-12) students in the RJUHS.

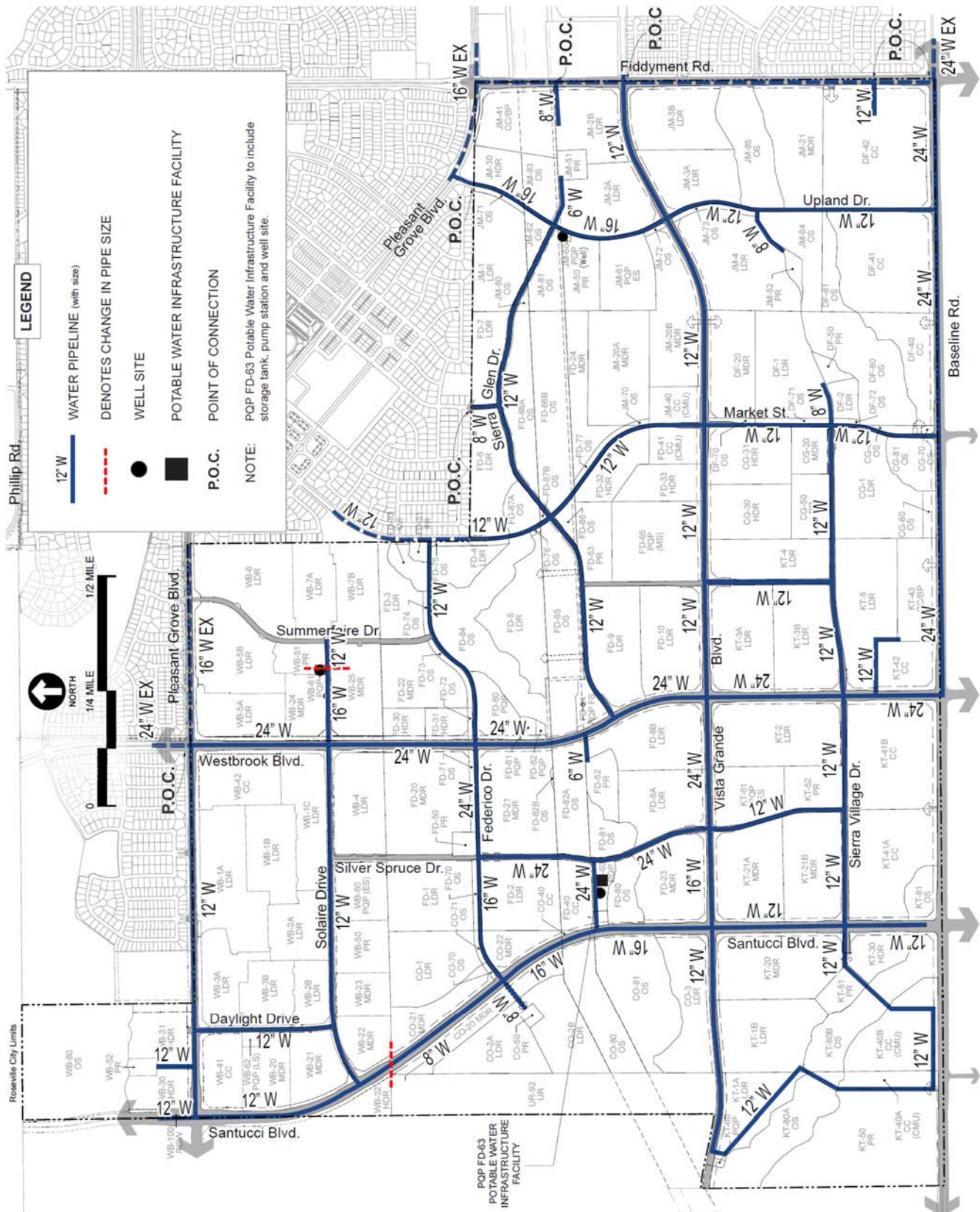
Table 7-6: Student Generation

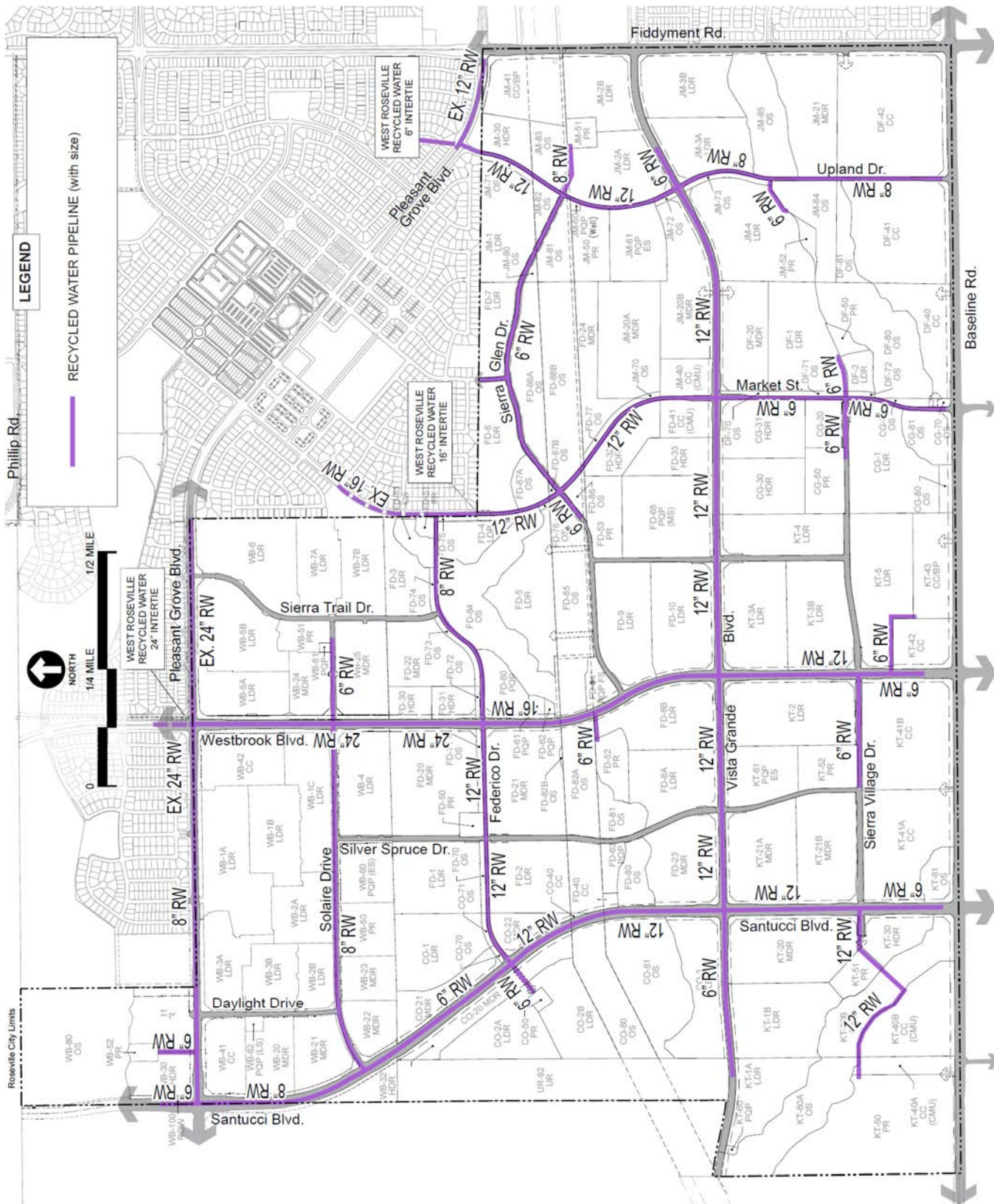
	LDR/ MDR Factor	HDR Factor	CMU Factor	Students Generated	School Capacity	Schools Required
Center Unified School District ¹						
Grades K-6	0.354	0.046	0.046	1,662 35	800	2.0
Grades 7-8	0.158	0.034	0.034	774 60	900	0.9 8
Grades 9-12	0.272	0.042	0.042	1,293 71	2,000	0.6
Roseville City School District ²						
Grades K-5	0.2930	0.1365	n/a	396 561	600	0.7 9
Grades 6-8	0.1247	0.0407	n/a	166 233	1,000	0.2
Roseville Joint Union High School District ²						
Grades 9-12	.161	0.036	n/a	211 295	1,800	0.1 2

- ~~4,390~~ ~~4,325~~ LDR/MDR units, ~~39~~ Age-Restricted LDR units, ~~2,098~~ ~~2,005~~ HDR units, and 255 CMU units assumed. Age restricted units not included in student generation calculations.
- ~~1,271~~ ~~1,760~~ LDR/MDR units, ~~454~~ Age-Restricted LDR units, and ~~172~~ ~~334~~ HDR units assumed. Age restricted units not included in student generation calculations.

Note: Student generation rates provided by Center Unified School District, Roseville City School District, and Roseville Joint Union High School District.

Figure 7-2: School Sites and District Boundaries **UPDATED EXHIBIT**

Figure 8-1: Water Distribution System, Storage Tank, and Well Locations **UPDATED EXHIBIT**

Figure 8-2: Recycled Water Distribution System **UPDATED EXHIBIT**

8.4 Wastewater

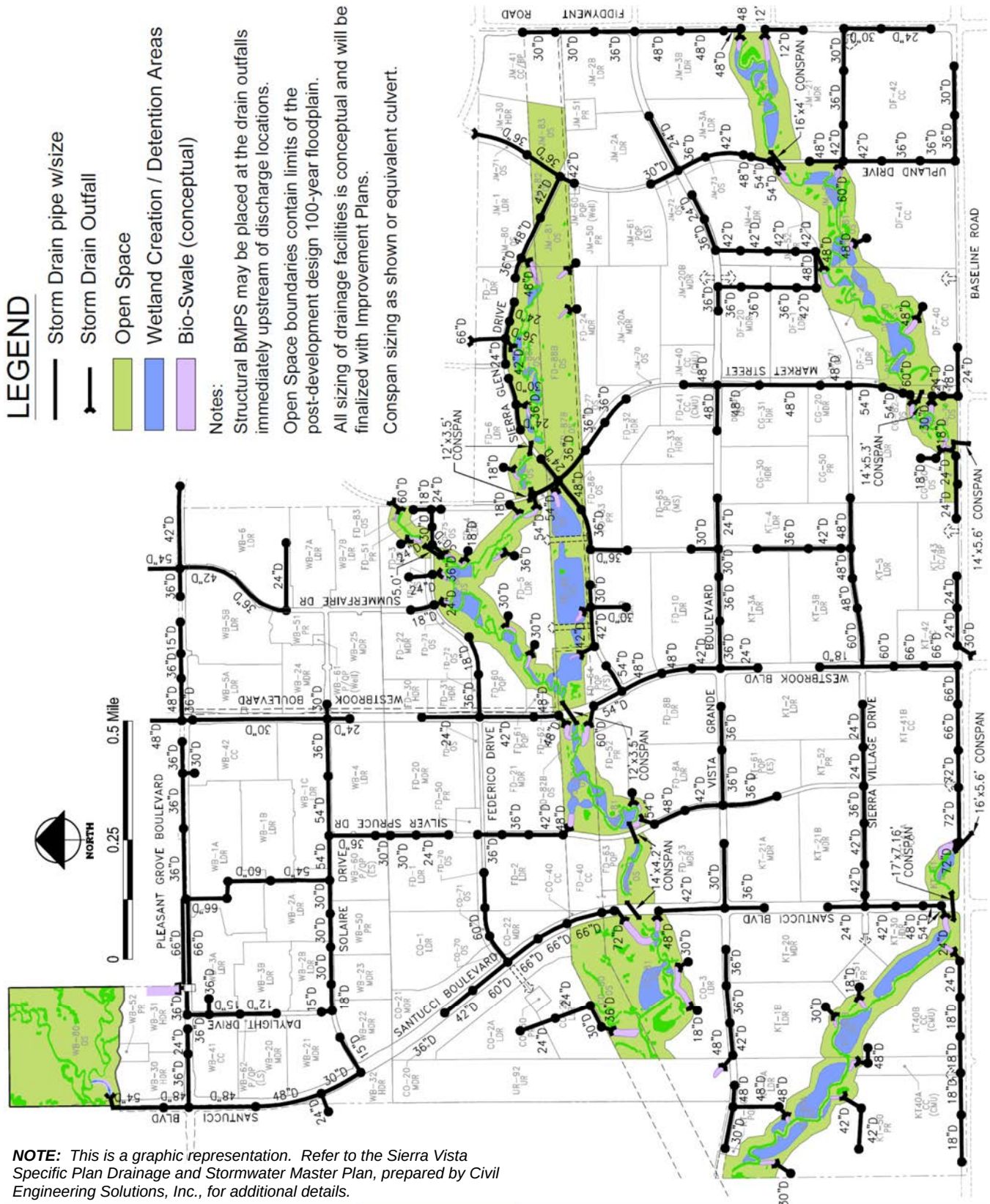
Sierra Vista's sanitary sewer service will be provided by the City of Roseville via the Pleasant Grove Wastewater Treatment Plant (PGWWTP). This facility is located north of the SVSP within the West Roseville Specific Plan area. The SVSP is estimated to generate an average dry weather flow of approximately 1.79 million gallons per day (mgd).

The backbone wastewater collection system is illustrated on Figure 8-3. Wastewater flows from the SVSP will be directed to PGWWTP by a network of pipes installed within street rights of way or easements. Sewer collection pipes will range in size from 6-inches to 21-inches. The sanitary sewer system will require two lift stations. The first lift station is located in the southwestern portion of the Plan Area on Parcel KT-60, south of Vista Grande Boulevard and west of Santucci Boulevard. The second lift station is located in the northwestern portion of the Plan Area on Parcel WB-62, ~~west to the southeast of the intersection of Santucci and Pleasant Grove Boulevards and north of Mountain Glen Drive.~~

All sewer improvements will be consistent with the South Placer Regional Wastewater and Recycled Water Systems Evaluation and will be constructed to the City's standards using a phased approach.

Specific detail regarding the project sanitary sewer system are contained in the Sanitary Sewer Master Plan on file with the City.





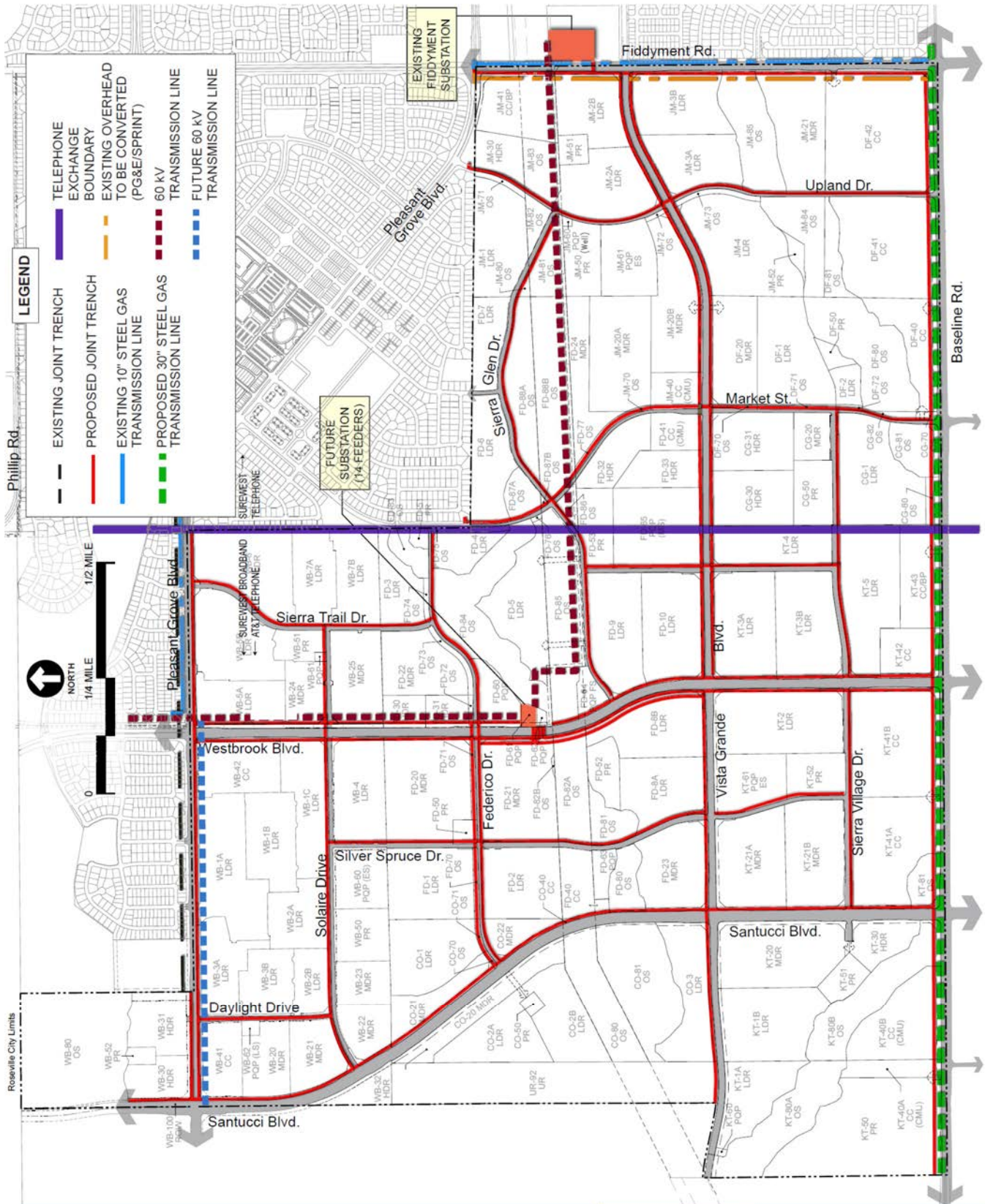
Figure 8-6: Electrical Substation and Power Line Alignments **UPDATED EXHIBIT**



Exhibit F

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le 10-1: Land Use & Residential Units by Phase								
Phase	LDR	MDR	HDR	CMU	Comm.	Park	P/QP	Total
A	204.6 ac 973 du	52.2 ac. 455 du	23.6 ac. 488 du	11.4 ac. 80 du	15.1 ac.	21.3 ac.	37.0 ac.	365.2 ac. 1,996 du
B	126.6 ac. 632 du	40.5 ac. 325 du	28.6 ac. 840 du		103.1 ac.	9.4 ac.		308.2 ac. 1,797 du
C	175.4 ac. 835 du	108.5 ac. 876 du	7.5 ac. 150 du	23.6 ac. 175 du	62.9 ac.	58.3 ac.	15.1 ac	451.3 ac. 2,036 du
D	18.4 ac. 91 du	64.6 ac. 558 du	8.3 ac. 172 du			1.7 ac.	8.5 ac.	101.5 ac. 821 du
E	77.2 ac. 394 du 80.1 ac. 384 du	21.8 ac. 153 du 23.3 ac. 174 du				4.4 ac.	0.3 ac.	103.7 ac. 547 du 108.1 ac. 558 du
F	107.6 ac. 582 du 45.5 ac. 225 du	7.2 ac. 59 du 38.6 ac. 299 du	14.5 ac. 362 du		14.5 ac. 12.9 ac.	8.7 ac.	10.8 ac. 10.0 ac.	148.8 ac. 641 du 121.5 ac. 886 du
G	20.0 ac. 96 du	27.4 ac. 221 du 21.7 ac. 162 du	24.1 ac. 620 du 13.0 ac. 327 du	6.2 ac.	10.0 ac. 23.7 ac.	1.5 ac. 11.1 ac.	0.8 ac.	63.0 ac. 841 du 96.5 ac. 585 du
Total	<u>709.8 ac.</u> <u>3,507 du</u> <u>670.6 ac.</u> <u>3,236 du</u>	<u>322.2 ac.</u> <u>2,647 du</u> <u>349.4 ac.</u> <u>2,849 du</u>	<u>92.1 ac.</u> <u>2,270 du</u> <u>95.4 ac.</u> <u>2,339 du</u>	<u>35.0 ac.</u> <u>41.2 ac.</u> <u>255 du</u>	<u>205.6 ac.</u> <u>217.7 ac.</u>	<u>105.3 ac.</u> <u>106.2 ac.</u>	71.7 ac	<u>1,541.7 ac.</u> <u>1,552.2 ac.</u> <u>8,679 du</u>



Exhibit F
33 of 42

- Minor adjustments to land use boundaries of residential, commercial, or park parcels, to open space edges between developed and non-developed land, or to street alignments, where the general land use pattern is maintained.
- Minor modifications to, and interpretations of, the development standards, as permitted by Section 19.74.020 of the Roseville Municipal Code for Administrative Variances, if it is determined that such changes are equal to or better than the original intent of the SVSP.
- Changes to the provision of public infrastructure and facilities that do not impact the level of service provided or affect the development capacity in the Plan Area.
- Modifications to the Design Guidelines, (such as revisions to design treatments, changes in specified plant materials, alterations of site concept plans, etc.), if it is determined that the design intent is maintained.
- Modifications to the provisions for infrastructure and construction timing that do not change the ability to provide adequate infrastructure for the development.

Any proposed minor revision to the Specific Plan may, at the sole discretion of the Planning Director, be referred to the Planning Commission and City Council for action. Determinations and actions by the Planning Director may be appealed to the Planning Commission.

If the Planning Director determines that a proposed amendment does not meet the above criteria, a Specific Plan Amendment (SPA) shall be required.

10.8 Minor Residential Unit Transfers

The large lot parcels on Sierra Vista's land use plan are assigned a residential dwelling unit allocation, with associated gross land use density. These assignments were made at the time of Specific Plan approval based on an assessment of the constraints and opportunities of each large-lot parcel and anticipated long-term demand for various housing types. As individual residential small-lot parcel maps are processed over time, a more detailed assessment of site, market, and other conditions will occur. It is anticipated that this process may result in the need to adjust (reduce or increase) the number of units assigned to some large-lot residential parcels with a unit allocation (including CMU parcels with a unit allocation ~~and those with none, such as parcel WB-40~~).

This Specific Plan includes a provision that allows the City to approve minor residential density adjustments and permit the transfer of residential units between large lot parcels, including Commercial Mixed Use (CMU) parcels. The Planning Director may administratively approve a residential

unit transfer/density adjustment between any Specific Plan large lot parcels provided that the following conditions are satisfied:

1. The transfer and receiving parcels are located within the Sierra Vista Specific Plan and are subject to a development agreement;
2. The transfer of units does not result in a change to the land use designation, specifically, the transfer does not: (a) reduce the number of units from the transfer parcel below the minimum number of units allowed by the applicable land use designation; or (b) increase the number of units to the receiving parcel above the maximum number of units allowed by the applicable land use designation;
3. The transfer of units does not result in increased impacts beyond those identified in the Specific Plan EIR and does not preclude the ability of the parcels to conform to the applicable standards or regulations contained in this Specific Plan and related Development Standards and Design Guidelines;
4. The transfer of units does not adversely impact planned infrastructure, roadways, schools, or other public facilities, or fee programs and assessment districts;
5. The cumulative increase or decrease in units resulting from the adjustment does not change the unit allocation by more than 20% of the units to either the transfer or receiving parcel, as established at the time of the original approval of the specific plan, ~~except for parcel WB-40, which may receive transfers of units up to a maximum of 65 units;~~
6. HDR units designated as affordable units may be transferred administratively until such time that they are encumbered by an Affordable Housing Regulatory Agreement (or other form as approved by the City); and
7. For HDR parcels, unit transfers may be approved between HDR parcels administratively, provided that the resulting density of an affected HDR parcel does not fall below 18 units per acre.

The transfer of residential units, if consistent with the above criteria, is administrative in nature, is contemplated by and within the intent of this Specific Plan and the Specific Plan EIR, and will not require an amendment to the Specific Plan, zoning, applicable Development Agreements, or the City General Plan.

To request a residential unit transfer, the owner or owners of both the transfer and receiving parcels shall submit a complete Administrative Permit application to the Planning Director that (a) identifies the affected parcels; (b) designates the number of units being transferred; (c) provides other documentation as required by the Planning Director to determine compliance with the above unit transfer criteria; and (d) includes a revised Specific Plan Table 4-1, Plan Area Land Use Summary and Table 4-2, Land Use, Zoning, & Acreage by Parcel, reflecting the adjusted unit

Figure B-2: Entry Feature Locations **UPDATED EXHIBIT**



Table B-1: Paseo/ Landscape Corridor/ Trail Summary

PASEO / LANDSCAPE CORRIDOR / TRAIL SUMMARY				
I.D. #	COLOR KEY	DESCRIPTION	PASEO COMPONENTS & WIDTHS	DETAIL REFERENCE
1. COLLECTOR STREET PASEO				
1a		60' Collector Street Paseo	15' landscape strip + 10' walk + 35' landscape behind walk (sidewalk may meander)	Figures B-6 thru B-10
1b		30' Collector Street Paseo	10' landscape strip + 8' walk + 12' landscape behind walk (sidewalk may meander)	Figures B-6 thru B-10
-	(not illustrated)	Optional Modified Collector Street Paseo Adjacent to HDR	Narrows 30' or 60' Paseo by 10' for optional on-street parking	Figure B-15
1c		30' / 60' Collector Street Paseo width transition at Open Space	8' landscape strip + 8' or 10' walk + 5' landscape behind walk with post & cable fence (21' or 23' total)	Figure B-12
1d		Collector Street Paseo at CMU or CC	15' monolithic walk (DF-41 & DF-42 may differ @ time of Development Plan)	Figure B-11
2. PRIMARY RESIDENTIAL STREET PASEO				
2a		Primary Residential Street Paseo adjacent to MDR	5' landscape strip + 10' walk + 5' landscape behind walk (20' total) (Individual unit driveways are not permitted)	Figure B-16
2b		Primary Residential Street Paseo adjacent to LDR	5' landscape strip + 10' walk (15' total) (Individual unit driveways are permitted)	Figure B-17
2c		Primary Residential Street Paseo adjacent to back-up LDR or MDR	5' landscape strip + 10' walk + 10' landscape behind walk with wall (25' total) 5' landscape behind walk with wall (20' total) for FD-6, FD-7, and JM-1	Figures B-18 & B-19
2d		Primary Residential Street Paseo adjacent to Open Space at Parcels FD-81 & FD-82A	5' landscape strip + 10' walk + 5' landscape behind walk with post & cable fence (20' total) 5' landscape strip + 5' walk + 5' landscape behind walk (15' total) for FD-87 & JM-82	Figure B-20
3. SCHOOL / PARK FRONTAGE				
3		Collector Street or Primary Residential Street Paseo continuation at Schools & Parks	10' monolithic or separated walk (walk width and location may vary per final design)	Figures B-14 & B-21
4. OPEN SPACE TRAIL INTERCONNECTIONS				
4		Open Space Trail interconnections to Paseos & Landscape Corridors	10' trail (with 2' shoulders each side)	-
5. LANDSCAPE CORRIDOR TRAIL INTERCONNECTIONS				
5		Paseo Sidewalk in Arterial Landscape Corridor	Landscape Corridor sidewalk widened to 10'	-
6. Culvert Crossings				
6		Monolithic sidewalk at Culvert Crossings	sidewalk width unchanged	Figures B-13 & B-20

This page
provided for
reference.

No changes
were made to
this table.



Figure B-5: Paseo Plan **UPDATED EXHIBIT**





B.12 Commercial Center for Parcels WB-41

Overview

Parcel WB-41 is a neighborhood-serving retail center that supports planned transit systems and facilitates pedestrian walkability. At ~~19-10~~ acres, development of approximately ~~340,000—175,000~~ sq. ft. of commercial and/or office space can be supported. This site is adjacent to a planned Bus Rapid Transit (BRT) route along Santucci Blvd. and as such, the site design concept accommodates a transit hub that supports both regional and local transit systems. In addition, the layout of retail buildings allows a point of connection to the adjacent residential neighborhoods, intended to facilitate pedestrian walkability to both this retail center and transit hub. The mix of uses and layout of buildings will be determined as subsequent entitlements are processed with the City per the guidelines below.

Guidelines

The design concept in Figure B-30 should be used to help direct the final layout of the commercial site. Design consideration should be given to the site's visibility at a major street intersection and western entry into the City. The concepts and guidelines in this illustrative are intended to augment the City's adopted Community Design Guidelines for commercial centers.

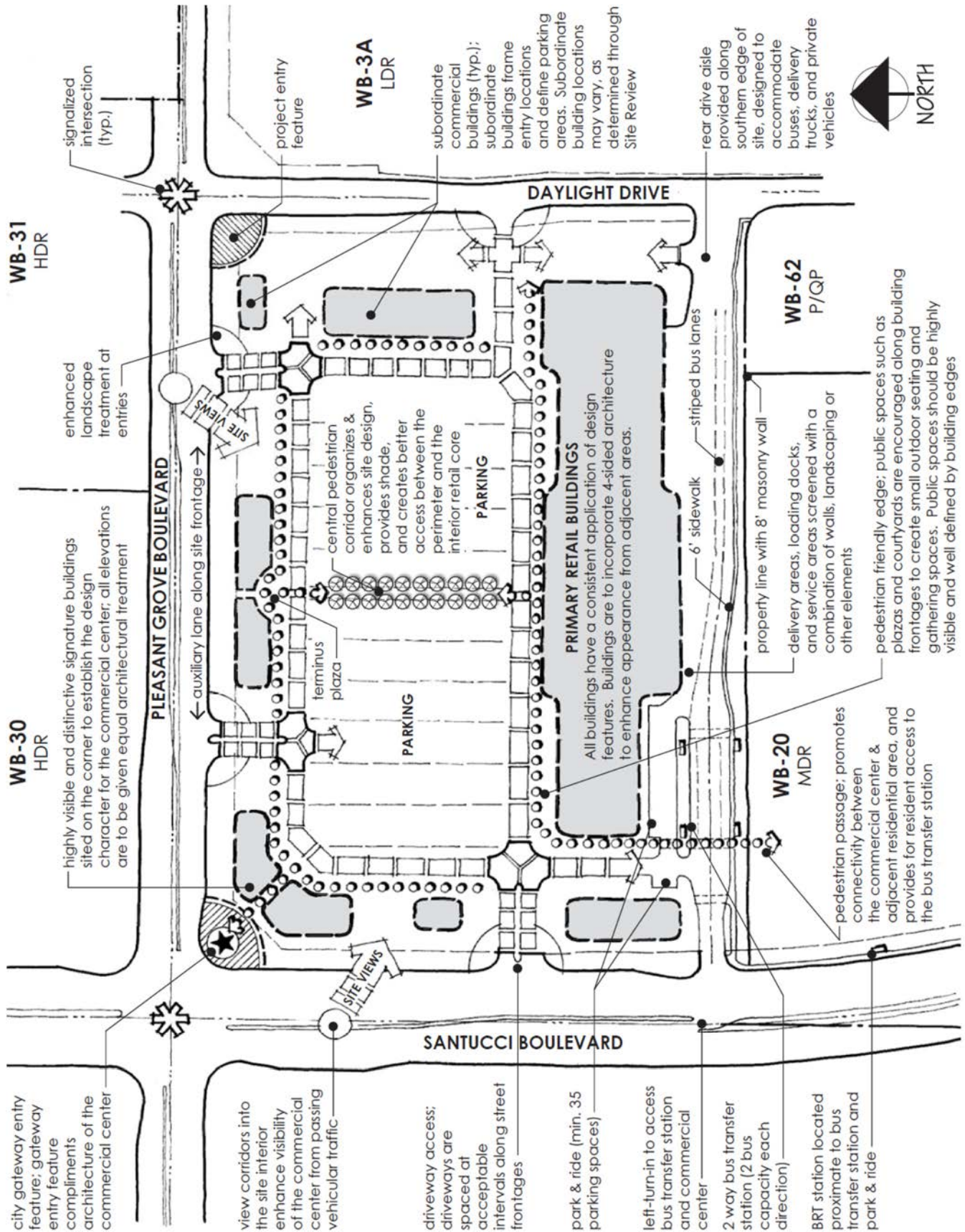


Figure B-30: Concept Plan for Parcel WB-41 **UPDATED EXHIBIT**

West Roseville Specific Plan SPA

Redline Change Pages
for
Affordable Housing Chapter
to Transfer Units from WRSP to SVSP

Public Hearing Draft
March 4, 2016

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low-Income Rental	Low-Income Rental	Middle-Income Purchase
W-16	HDR	250	162	23	139 ¹	
W-27	HDR	170	150	89	61	
W-25(Senior)	VC-HDR	232	150	75	75	
Subtotal			300¹ 462	164 187	136 275	
F-6	LDR	140	83			83
F-20	HDR	156	154	78	76	
F-22	HDR	207	184	91	93	
Subtotal			421	169	169	83
TOTAL			721¹ 883	333 356	305 444	83

Note: The WRSP (Section 5.4) allows for the transfer of affordable units. Check with the City of Roseville to confirm current affordable housing allocations. Updated 04/25/13

~~1. The low income rental units in W-16 exceed the remaining required obligations of the Westpark portion of the WRSP by 29 units. The Developer will retain the option to transfer up to 29 units of low income rental units from W-16 to another residential parcel within Phase 3 or Phase 4 of Westpark and construct these units as Middle Income Purchase units. Such transfer and construction will be subject to the execution of an Affordable Housing Agreement.~~

1. The obligation for 162 affordable units was transferred from WRSP Parcel W-16 to the Sierra Vista Specific Plan via specific plan amendments approved in 2016. This obligation, combined with the affordable allocation identified in Table 5-3 above, meets the total affordable housing goal identified in Table 5-2.

A Supplemental Affordable Housing Development Agreement (or substitute form as specified by the City) is required for each parcel with an affordable housing allocation to detail and secure specific requirements and obligations. Among other provisions, the Supplemental Affordable Housing Development Agreement will:

- Specify the number of affordable units to be reserved at each income level;
- Specify the term of the affordability obligation;
- Set initial rent or purchase prices for the designated affordable units;
- Establish criteria and a basis for annual rent or purchase price increases;
- Provide the City with a mechanism to monitor actual rents and purchase prices paid; and
- Identify any City or other subsidies required to assist in meeting the affordability requirement and, if applicable, the basis and terms for refunding such subsidies.

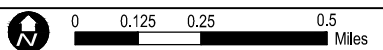
Supplemental Affordable Housing Development Agreements require City approval prior to the issuance of building permits, or recordation of a final map where a subdivision map is required, for any large-lot WRSP parcel with an affordable housing allocation.

PUBLIC HEARING REDLINE DRAFT - 3/4/16

UPDATED EXHIBIT - 1/26/16

[illegible]

Last Updated: January 2016



RESOLUTION NO. _____

AMENDING THE WEST ROSEVILLE SPECIFIC PLAN TO CHANGE THE AFFORDABLE HOUSING CHAPTER RELATED TO A TRANSFER OF AFFORDABLE HOUSING OBLIGATIONS FROM THE WEST ROSEVILLE SPECIFIC PLAN TO THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal for transferring a 162-unit affordable housing obligation from the West Roseville Specific Plan to the Sierra Vista Specific Plan was submitted to the Planning Commission of the City; and

WHEREAS, the Planning Commission held a public hearing on the proposed affordable housing transfer on March 24, 2016; and

WHEREAS, on April 20, 2016, the City Council held a public hearing at which time the proposed transfer was considered; and

WHEREAS, on April 20, 2016, the City Council considered the Addendum to the Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration (SCH # 2008032115, adopted June 25, 2012), which was completed in compliance with the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, and has adopted within the project all mitigation measures within the responsibility and jurisdiction of the City of Roseville that are identified in the Mitigated Negative Declaration and the adopted Mitigation Monitoring Program for the Sierra Vista Specific Plan; and

WHEREAS, the transfer as proposed is consistent with the adopted City of Roseville General Plan; and

WHEREAS, it is the desire of this City Council to approve said transfer of affordable housing obligations as conducive to public health, safety and welfare, and consistent with the land use practices of the City; and

WHEREAS, the Addendum and the Amendments to the Specific Plan are incorporated by this reference as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Affordable Housing chapter of the Specific Plan (attached as Exhibit "G"), is adopted as set forth in the West Roseville Specific Plan dated August 1, 2012 which is on file in the City Clerk's Office.

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

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED IN THE WESTBROOK PHASE 2 AND
PHASE 3 PORTIONS OF THE SIERRA VISTA SPECIFIC PLAN

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within the City of Roseville located in the Westbrook Phase 2 and Phase 3 portions of the Sierra Vista Specific Plan as shown and so designated in Exhibit "H", attached and incorporated herein by reference, is hereby rezoned as shown on Exhibit "H."

SECTION 2. The proposed rezone is consistent with the public interest, health, safety, and welfare of the City.

SECTION 3. The proposed rezone is consistent with the General Plan and any applicable Specific Plan.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. 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

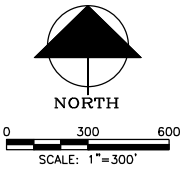
ATTEST:

City Clerk



EXISTING ZONES

ZONE SUMMARY				
Parcel No.	Zone Designation	Acres	Density	Units
WB-1	RS/D5	19.1	5.0	96
WB-2	RS/D5	18.9	5.0	95
WB-3	RS/D5	14.1	5.0	71
WB-4	RS/D5	11.7	5.0	59
WB-20	RS/D5	20.3	8.0	173
WB-21	RS/D5	8.1	8.0	65
WB-22	RS/D5	13.1	8.0	104
WB-23	RS/D5	16.2	8.0	130
WB-30	R3	4.8	25.0	120
WB-31	R3	8.2	25.0	207
WB-32	R3	8.0	25.0	200
WB-33	R3	6.5	25.0	162
WB-40	CMU/SA	6.2		
WB-41	CC	19.3		
WB-42	CC	12.9		
WB-43	CC	4.3		
WB-50	PR	9.6		
WB-53	PR	1.3		
WB-60	P/QP	10.0		
WB-62	P/QP	0.8		
a portion of WB-100	Major Roads	27.0		
TOTALS		240.4 AC.		1,482 DU



REZONE EXHIBIT
for

Westbrook - Phases 2 & 3

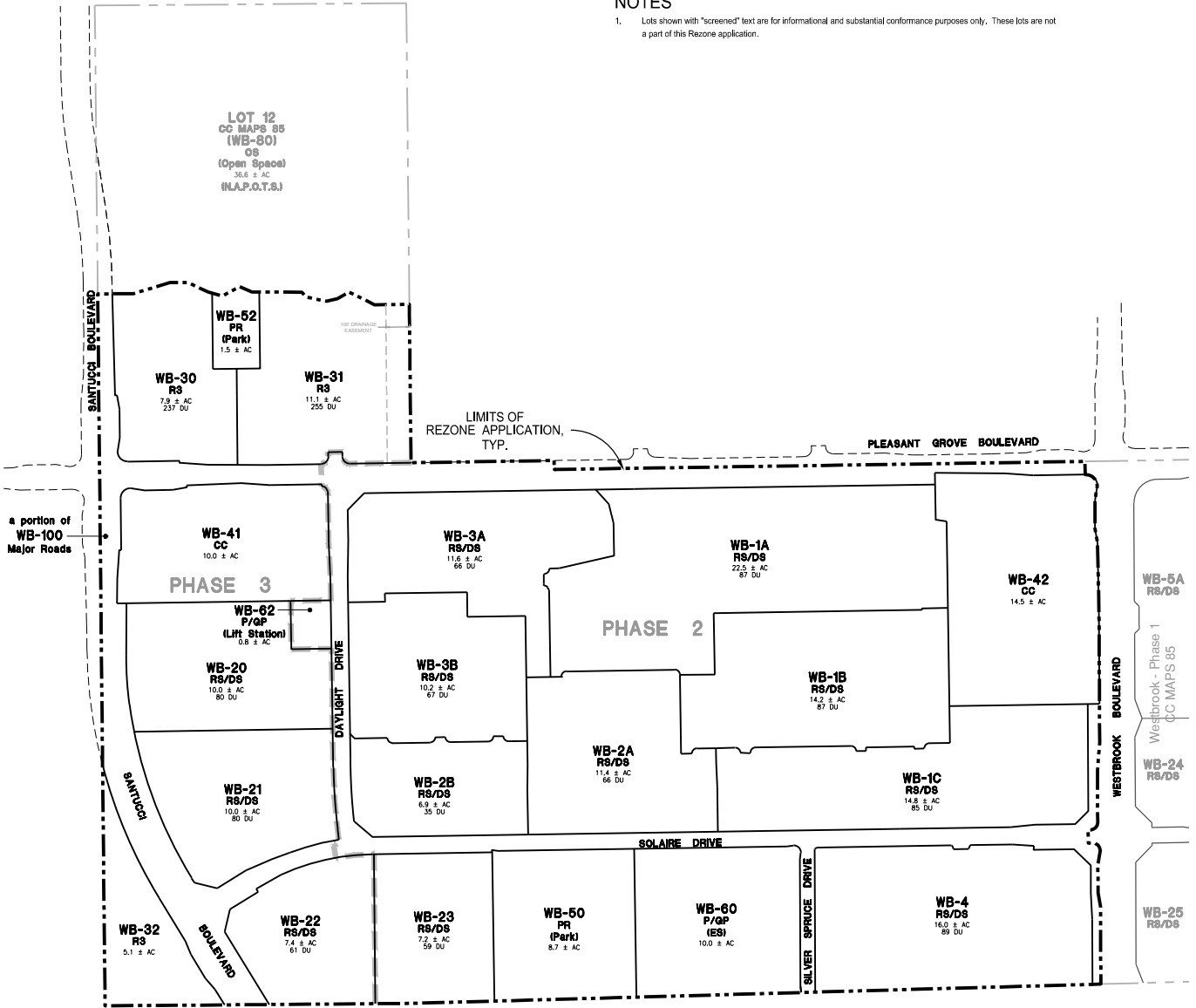
A portion of the Sierra Vista Specific Plan Area

Scale: 1" = 300'

Roseville, California

March 4, 2016

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1352 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189



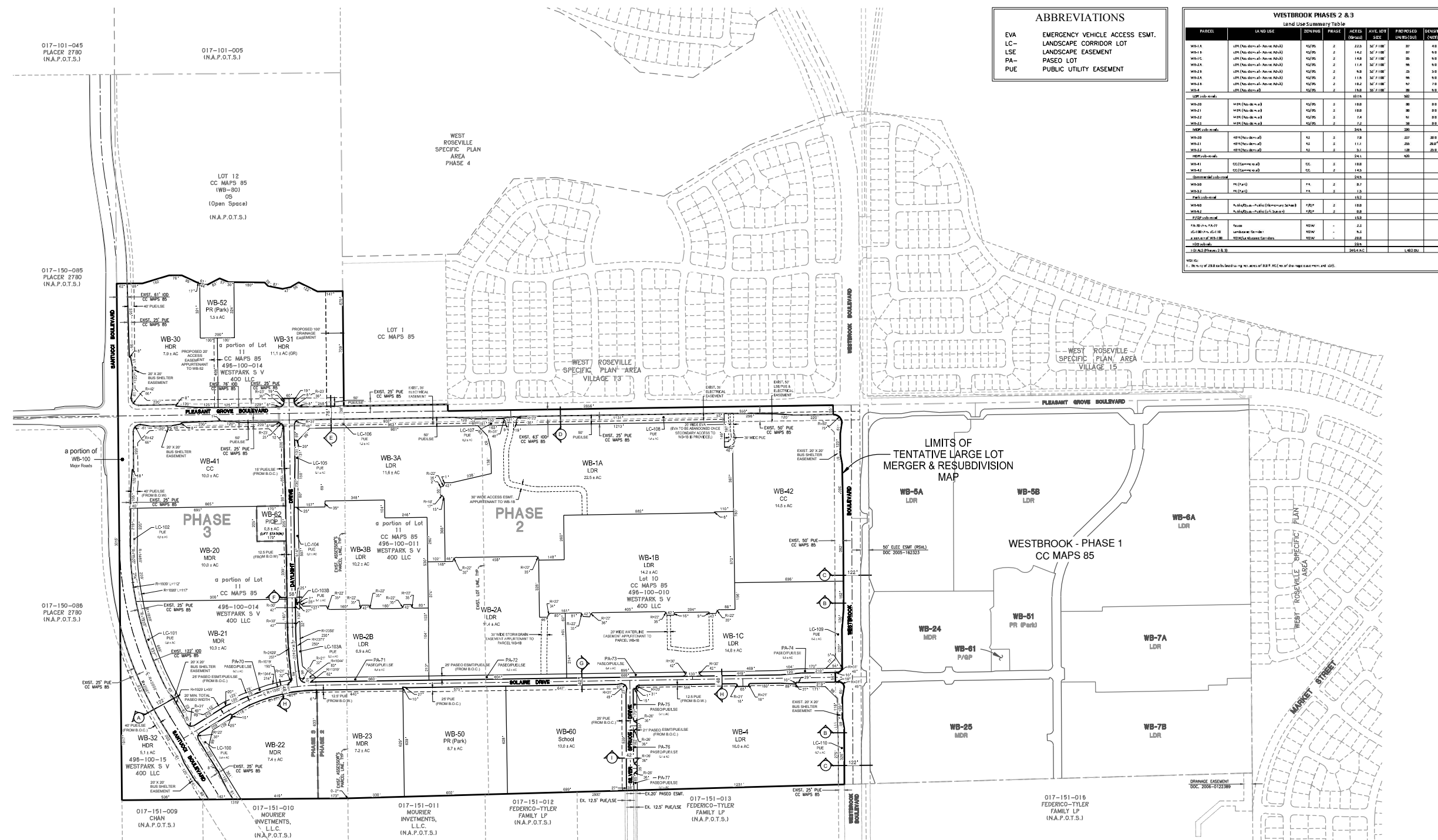
PROPOSED ZONES

NOTES

1. Lots shown with "screened" text are for informational and substantial conformance purposes only. These lots are not a part of this Rezone application.

REZONE SUMMARY				
Parcel No. ⁽¹⁾	Zone Designation	Acres	Density	Units
WB-1A	RS/D5 (Active Adult)	22.5	4.0	87
WB-1B	RS/D5 (Active Adult)	14.2	6.0	87
WB-1C	RS/D5 (Active Adult)	14.8	6.0	85
WB-2A	RS/D5 (Active Adult)	11.4	6.0	66
WB-2B	RS/D5 (Active Adult)	6.9	5.0	35
WB-2C	RS/D5 (Active Adult)	11.6	6.0	66
WB-3A	RS/D5 (Active Adult)	10.2	7.0	67
WB-4	RS/D5	16.0	6.0	89
WB-20	RS/D5	10.0	8.0	80
WB-21	RS/D5	10.0	8.0	80
WB-22	RS/D5	7.4	8.0	61
WB-23	RS/D5	7.2	8.0	59
WB-30	R3	7.9	30.0	237
WB-31	R3	11.1	29.0 ⁽²⁾	255
WB-32 ⁽³⁾	R3	5.1	25.0	128
WB-41	CC	10.0		
WB-42	CC	14.5		
WB-50	PR	8.7		
WB-52	PR	1.5		
WB-60	P/QP	10.0		
WB-62	P/QP	0.8		
a portion of WB-100	Major Roads ⁽⁴⁾	28.6		
TOTALS		240.4 AC.		1,482 DU

- (1) Specific Plan Parcel wb-40 (CMU) to be merged with proposed Parcels WB-30 (HDR) & WB-31 (HDR) by the accompanying Tentative Large Lot Merger & Resubdivision Map.
(2) Density of 29.0 calculated using net acres of 8.9 ± AC (net of drainage easement & LSE).
(3) Existing Parcel WB-62 (P/QP) to be merged with proposed Parcel WB-32 (HDR) by the accompanying Tentative Large Lot Merger & Resubdivision Map.
(4) Major Roads include public road rights-of-way, Paseo lots, and Landscape Corridor lots, all to be dedicated to the City of Roseville.

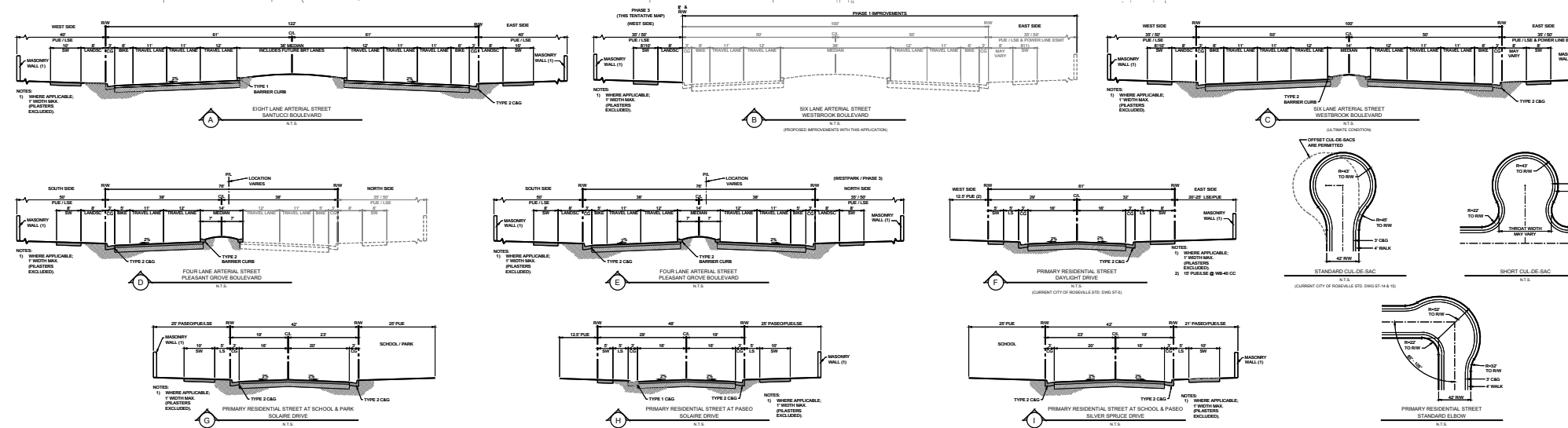
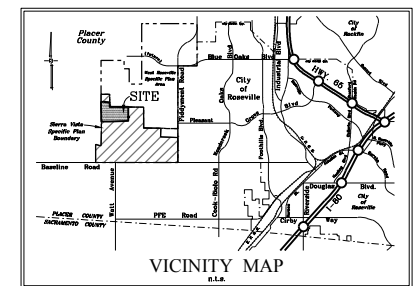
[illegible]

TENTATIVE MAP INFORMATION

OWNER/DEVELOPER	WESTPARK S.V. 400, LLC 1420 Rocky Ridge Drive, Suite 205 Roseville, CA 95661
ENGINEER	MacGAV & SONPS CIVIL ENGINEERS, INC. 1552 Emma Road, Suite 100 Roseville, CA 95661 (916) 773-1189
ASSessorS PARCEL NO.	498-010-010-011, -013, -014, -015 (916) 773-1189
SITE ACREAGE	240.4 ± AC
LAND USE: SIERRA VISTA SPECIFIC PLAN	LDR (Residential) MDR (Residential) RDR (Residential) CC (Commercial) Public/Goods-Public (School)
ZONE: SIERRA VISTA SPECIFIC PLAN	RS1DS CC CR PP PR
NUMBER OF LOTS:	41: TOTAL LOTS 8: LDR lots 4: MDR lots 3: MDR lots 2: Commercial (CC) lots 1: School (PP) lot 2: Park (PR) lots 1: LR Station (PP) lot 8: Paved (PA) lots 12: Landscape Corridor (LC) lots
SERVICE PROVIDERS	Roseville City School District Roseville Joint Union High School District
SCHOOLS DISTRICTS:	City of Roseville
PARKS & RECREATION:	City of Roseville
PEDESTAL & FIRE PROTECTION:	City of Roseville
SANITARY SEWER:	City of Roseville
DOMESTIC WATER:	City of Roseville
STORM DRAIN:	City of Roseville
ELECTRICITY:	City of Roseville
TELEPHONE:	Consolidated Communications
GAS:	Pacific Gas & Electric Co.
CABLE:	Comcast

TENTATIVE MAP NOTES

1. **PROPERTY DESCRIPTION:** Lots 10 and 11 of CC Maps 85.
2. **Lot dimensions and acreage** are as approximate.
3. **Lot lines and lot area** may be adjusted at the time of Final Map (3) preparation provided no additional lots are created, subject to the approval of City Council. Flexibility in lot area and lot configuration is permitted. The Final Map (3) provided the configuration is in substantial compliance with the approved Special Plan, subject to the approval of the City of Roseville.
4. **Final Map to Government Code Section 66460-1, the subdivision must show multiple Final Maps based upon the Tentative Large Lot Merger & Resubdivision Map. The filing of a Final Map on a portion of the Tentative Large Lot Merger & Resubdivision Map shall not invalidate any part of the Tentative Large Lot Merger & Resubdivision Map.**
5. **The Final Mapping and subsequent development of lots and streets may be phased. Phasing is to be consistent with the performance outline in the Development Agreement between the Westlake Properties and the City of Roseville.**
6. **Additional easements to accommodate new public utility improvements, access required for lot development, or other similar mapping requirements needed to accomplish the final design may be added prior to each Final Map based on this Tentative Large Lot Merger & Resubdivision Map.**
7. **Numbered and lettered lots listed below are to be offered to the City of Roseville, created at the time of each Final Map: Park lot West-607 (situation lot West-62) and Paseo lots West-607 and West-608.**
8. **Paseo Drive Boulevard and portions of Westlake Boulevard shall be dedicated as I.O.D.s to the City of Roseville with the Initial Final Map.**
9. **Daylight Drive, Silver Spine Drive and Solstice Drive are classified as Primary Residential Streets along their entire extents as shown on the Tentative Large Lot Merger & Resubdivision Map.**
10. **Landscape Corridor lots and Paseo lots are not to be counted as "lots" towards any future Boundary Line Adjustment request.**
11. **Paseo lots are to be dedicated as street Right-of-Way.**
12. **Landscape Corridor widths may be reduced for ancillary right-of-way lines, auxiliary lanes, turn-outs, standard turnoffs, and like features provided in the Sierra West Special Plan.**
13. **I.O.D.s for access, utilities, landscaping, etc., for this Tentative Large Lot Merger & Resubdivision Map will be provided in the Final Map (3) and will be subject to the project development as provided for in this Development Agreement. I.O.D.s may be modified, as needed, by subsequent Large Lot or Small Lot Final Maps.**
14. **The location of PDOT lot West-62 for the I-15 station is subject to revision at the time of Transportation Map.**



TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP

Westbrook - Phases 2 & 3

A portion of the Sierra Vista Specific Plan Area

Roseville, California

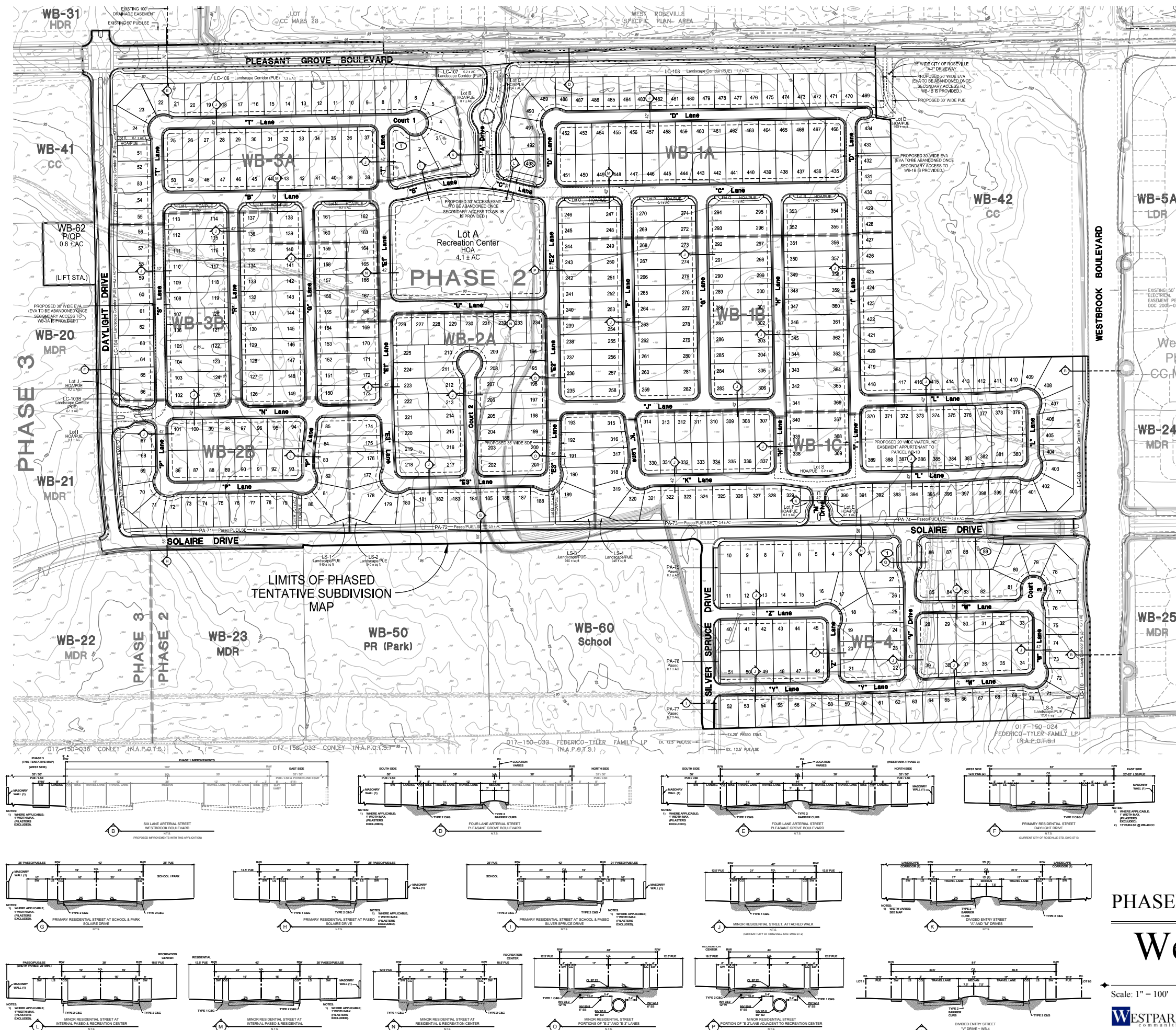
March 4, 2016

◆ Scale: 1" = 200'



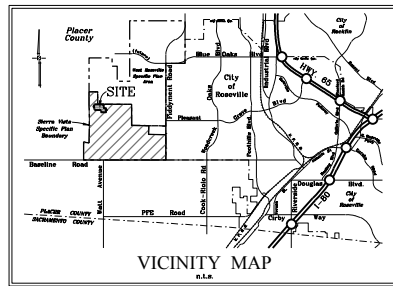
WESTPARK
communities

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
4500 London Road, Suite 200, Bakersfield, CA 93309 (805) 375-1180



TENTATIVE MAP INFORMATION	
OWNER/DEVELOPER:	WESTPARK S.V. 400, LLC 1420 River Ridge Drive, Suite 205 Roseville, CA 95661
ENGINEER:	Mackay & Somp's Civil Engineers, Inc. 1552 Enola Road, Suite 100 Roseville, CA 95661 (916) 773-1189
ASSESSORS PARCEL NO.:	496-00-010, -011, -013, -014, and -015
SITE ACREAGE:	124.8 ± AC
LAND USE:	SERRA VISTA SPECIFIC PLAN LDR (Residential)
ZONE:	SERRA VISTA SPECIFIC PLAN RSOS
NUMBER OF LOTS:	822 TOTAL LOTS 822 LDR lots
SERVICE PROVIDERS:	SCHOOL DISTRICTS: Roseville City School District Roseville Joint Union High School District POLICE & FIRE PROTECTION: City of Roseville SANITARY SEWER: City of Roseville DOMESTIC WATER: City of Roseville STORM DRAIN: City of Roseville ELECTRICITY: City of Roseville TELEPHONE: Consolidated Communications GAS: Pacific Gas & Electric Co. CABLE: Comcast

- TENTATIVE MAP NOTES**
- PROPERTY DESCRIPTION: Lots 10 and 11 of CC MARS 85.
 - Lot dimensions and acreages are approximate.
 - Lot lines and lot areas may be adjusted at the time of Final Map(s) preparation provided no additional lots are created, subject to the approval of the City of Roseville. Flexibility in Large Lot parcel configuration as shown herein is allowed provided the configuration is in substantial compliance with the approved Specific Plan, subject to the approval of the City of Roseville.
 - Pursuant to Government Code Section 66469.1, the subdivider may file multiple Final Maps based upon this Phased Tentative Subdivision Map. The filing of a Final Map on a portion of this Phased Tentative Subdivision Map shall not invalidate any part of this Phased Tentative Subdivision Map.
 - The Final Mapping and subsequent development of lots and streets may be phased. Phasing is to be consistent with the performance criteria in the Development Agreement and the Westbrook Phases 2 & 3 infrastructure phasing matrix.
 - Additional easements to accommodate new public utility improvements, access required for lot development, or other similar mapping requirements needed to accomplish the final design may be added prior to each Final Map based on this Phased Tentative Subdivision Map.
 - This Phased Tentative Subdivision Map illustrates an assumed average lot width of 62 feet. Actual lot widths may be more or less than 62 feet (generally 40'-65') based on unit design and unit mix, such to be established with the phase-by-phase Final Map. The overall final lot width is not to exceed the number of lots shown on this Phased Tentative Subdivision Map.
 - Numbered and lettered lots listed below are to be offered to the City of Roseville, created at the time of each Final Map: Phase lots PA-71 thru PA-77, Landscape Corridor lots LC-103A thru LC-110 and Lot Station lot WB-82.
 - Landscape lots, Landscape Corridor lots, HOA lots, and Paseo lots are not to be counted as "lots" towards any future Boundary Line Adjustment (BLA) request.
 - Paseo lots are to be dedicated as street Right-of-Way.
 - Landscape Corridor widths may be reduced for ancillary right-of-way lanes, auxiliary lanes, but turn-outs, standard tapers, and the like per the provisions in the Sierra Vista Specific Plan.
 - Daylight Drive and Solaire Drive are to be constructed per the phasing matrix for Westbrook Phases 2 & 3.
 - Villages WB-1A through WB-1B may be gated at the three street access points: as a developer option. Additionally, the developer may use the alternate entry options shown on this Phased Tentative Subdivision Map. (See Sheet 2 of 6 for details.)
 - Home Owners Association (HOA) lots are internal landscape, utility, and/or wetland release lots (PUEs) and will be maintained by the HOA.
 - HOA Lots D, G, H, and K may be gated.
 - Landscape Corridor (LC) lots and Paseo (PA) lots shown on this Phased Tentative Subdivision Map were created with the accompanying Tentative Large Lot Merger and Resubdivision Map.
 - Landscape (LS) lots shown herein will be merged with the existing Landscape Corridor lots shown on the accompanying Tentative Large Lot Merger & Resubdivision Map at the time of Final Map(s) preparation.
 - If they occur, private roads shall be dedicated to the HOA and a public utility easement created over all roads (BOC to BOC).
 - Lot Station lot WB-82 may be reconfigured based on final lot station design.



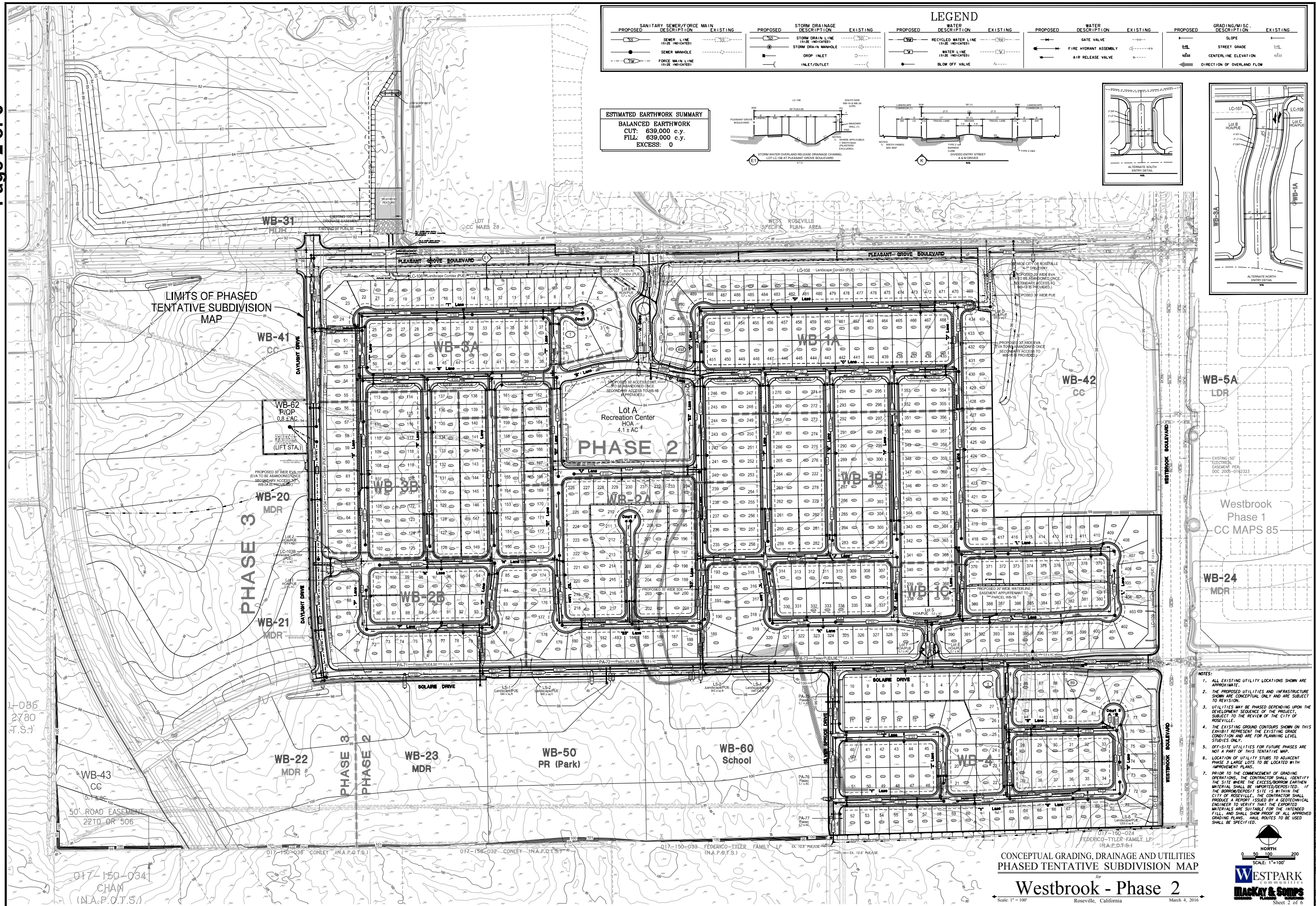
ABBREVIATIONS	
EVA	EMERGENCY VEHICLE ACCESS ESMT.
LC	LANDSCAPE CORRIDOR LOT
LSE	LANDSCAPE EASEMENT
PA	PASEO LOT
PUE	PUBLIC UTILITY EASEMENT
SE	STORM DRAIN EASEMENT

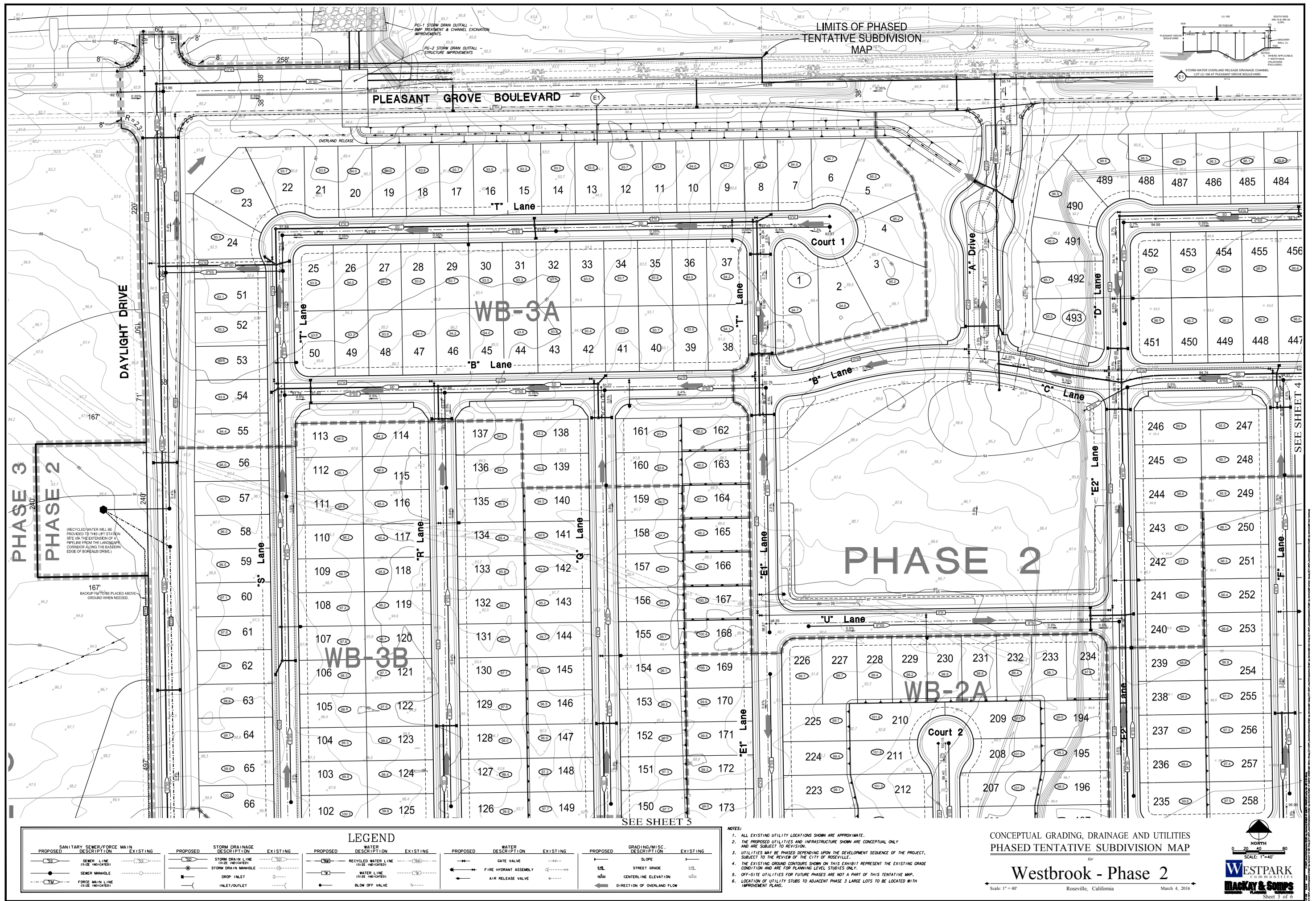
COVER SHEET
PHASED TENTATIVE SUBDIVISION MAP
for

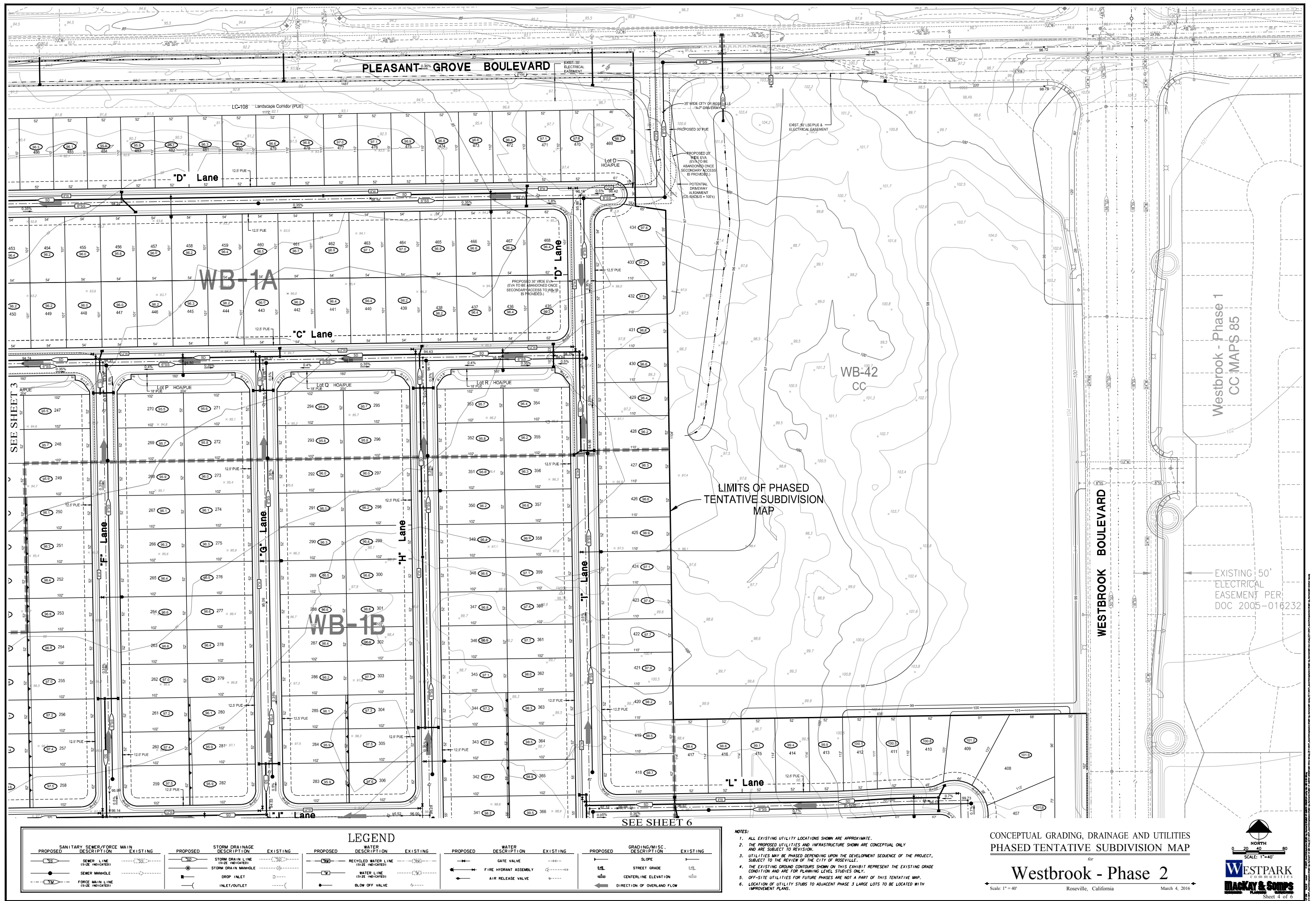
Westbrook - Phase 2

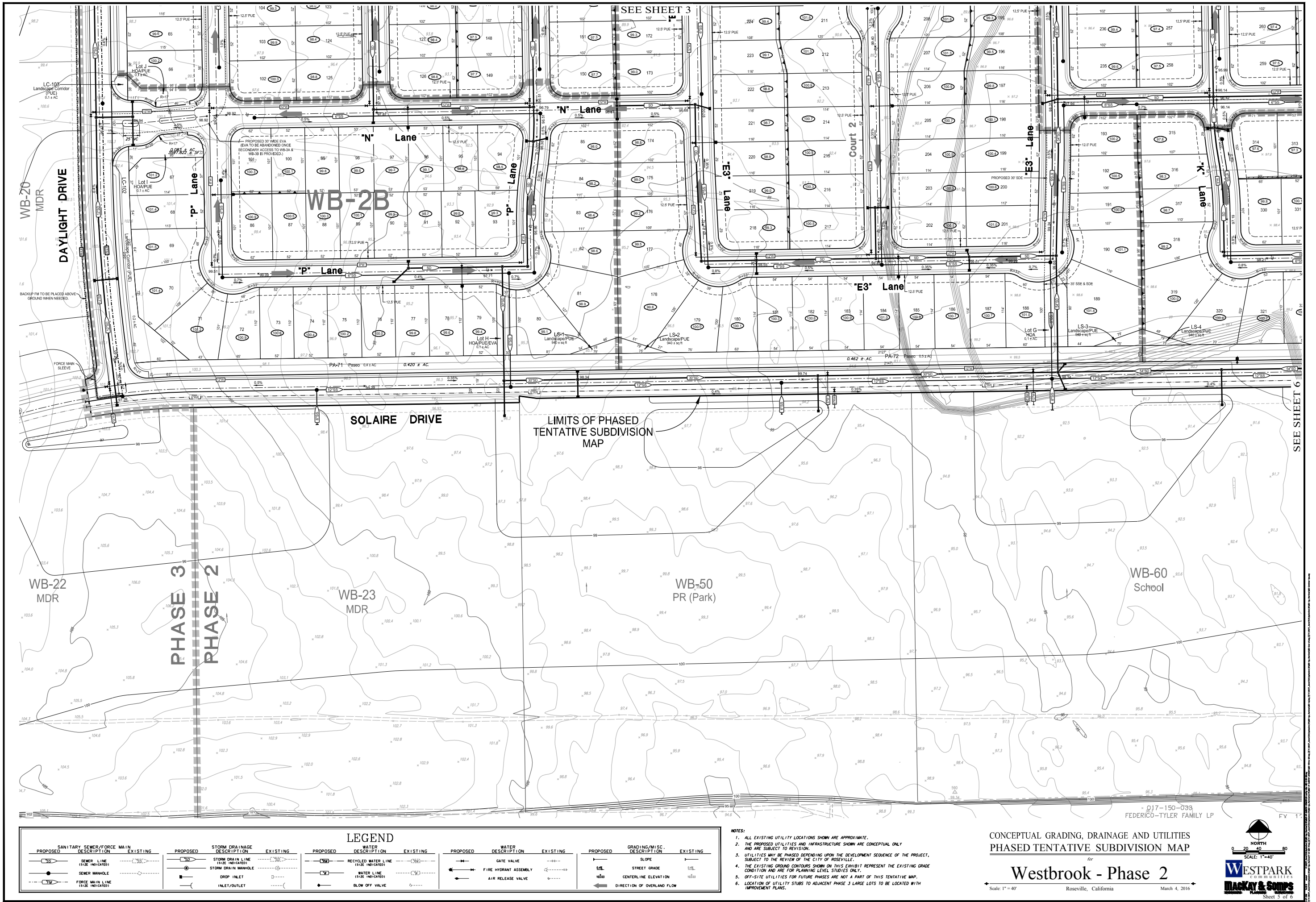
A portion of the Sierra Vista Specific Plan Area
Roseville, California

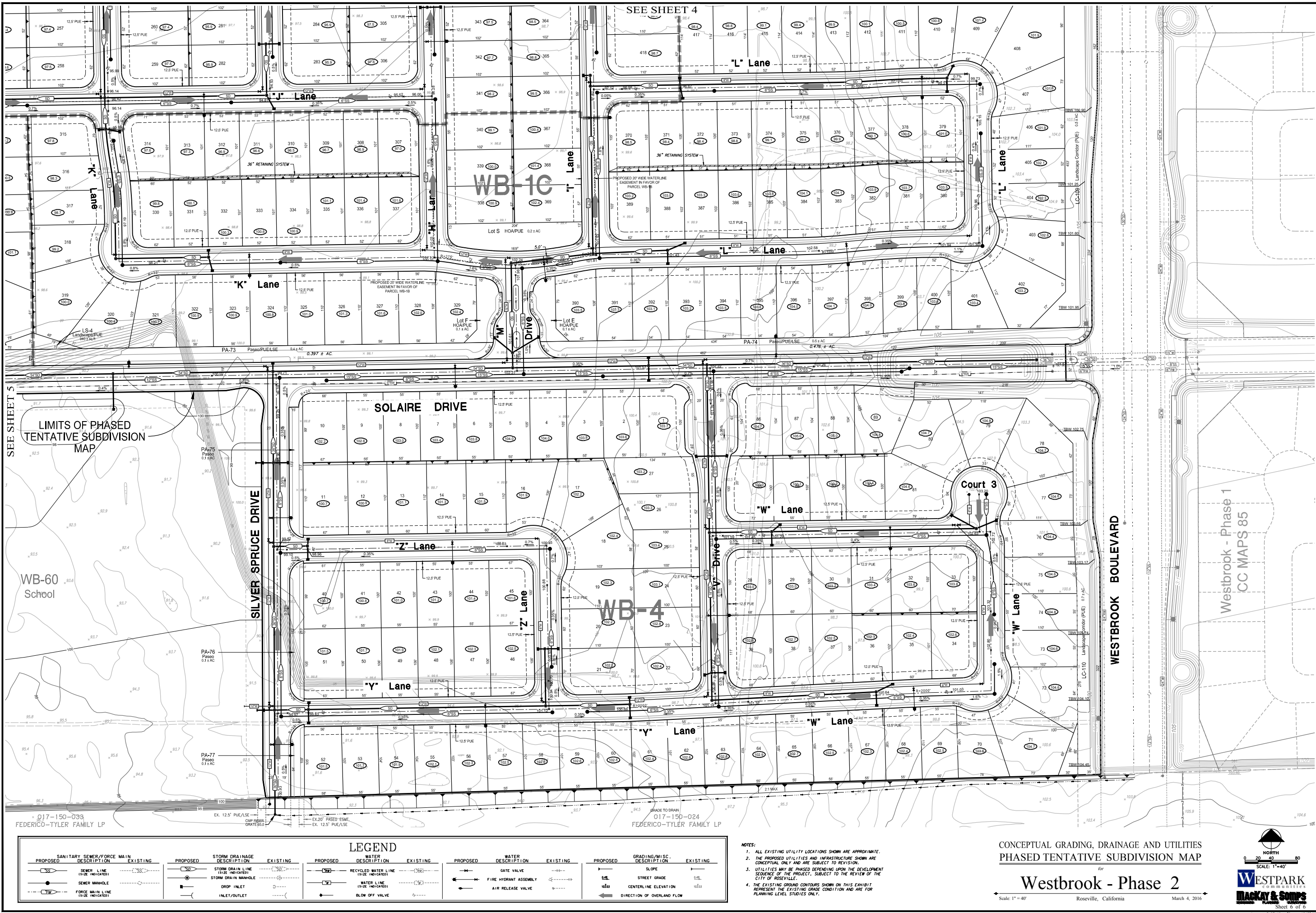
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March 4, 2016

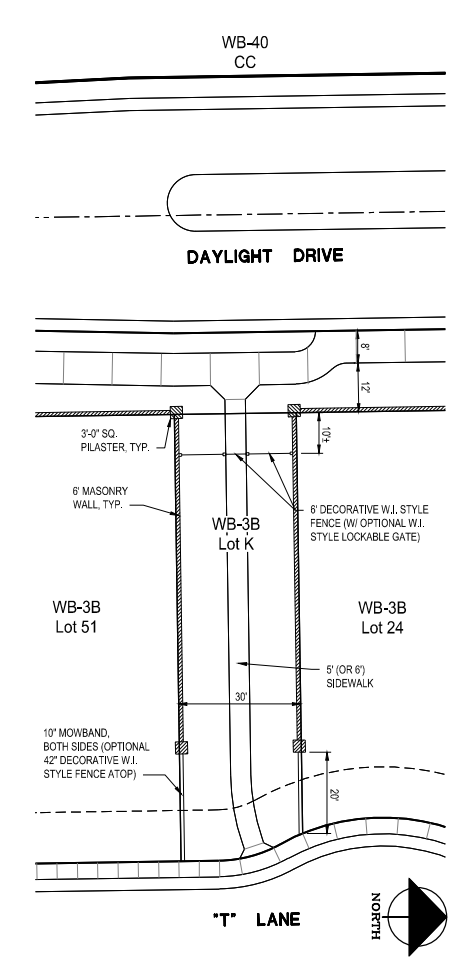




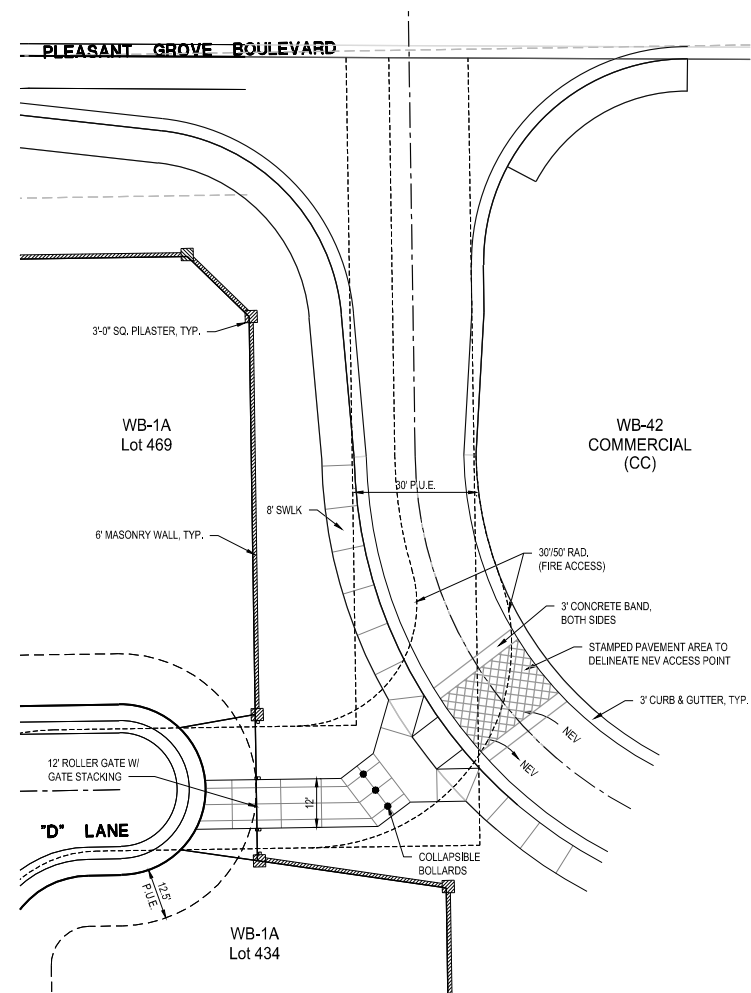




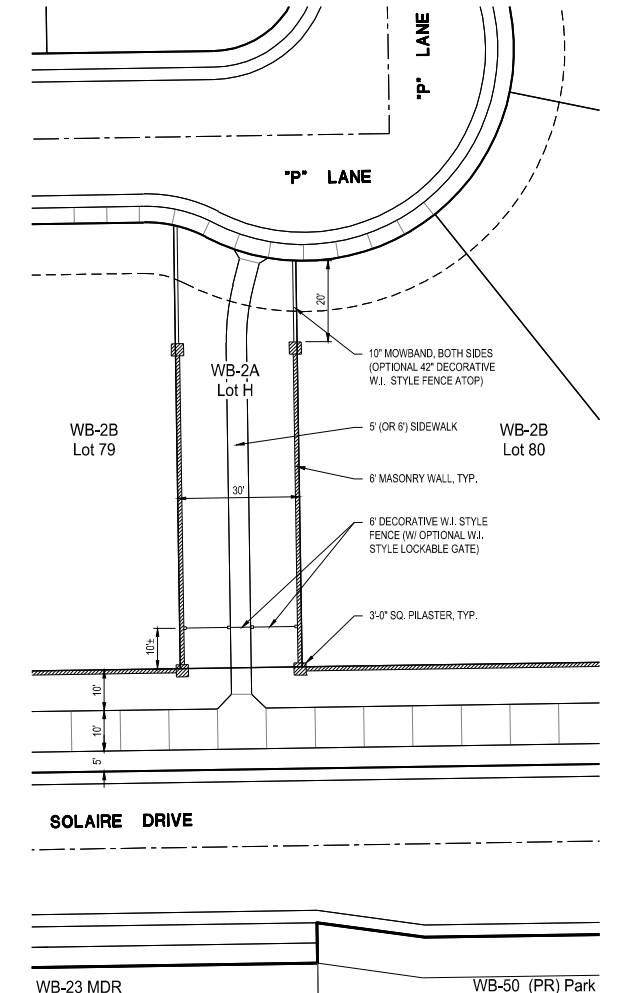




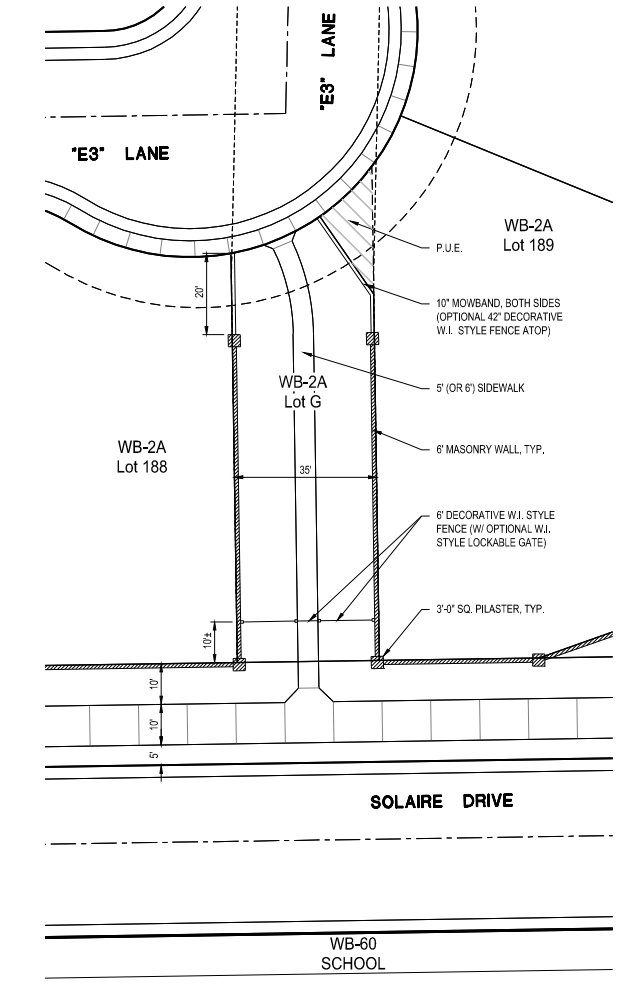
A LOT K (HOA) - 30' PASEO
'T' LANE TO DAYLIGHT DRIVE



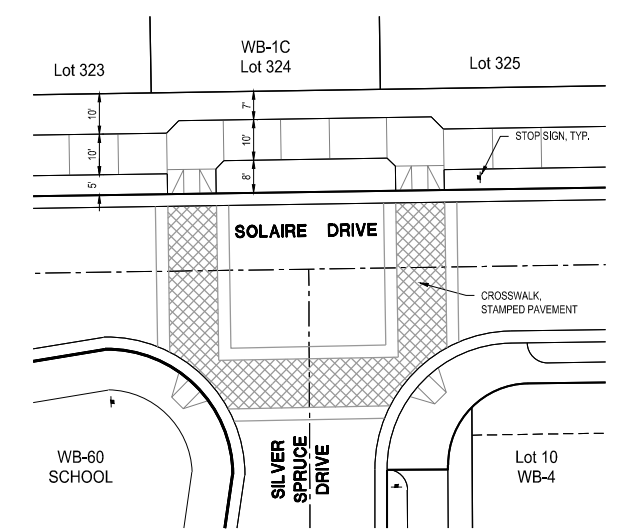
B PED / NEV PASEO / TEMPORARY EVA
'D' LANE AT COMMERCIAL SITE
ALSO P.U.E. & E.V.A.



C LOT H (HOA) - 30' PASEO
'P' LANE TO SOLAIRE DRIVE



D LOT G (HOA) - 35' PASEO
'E3' LANE TO SOLAIRE DRIVE



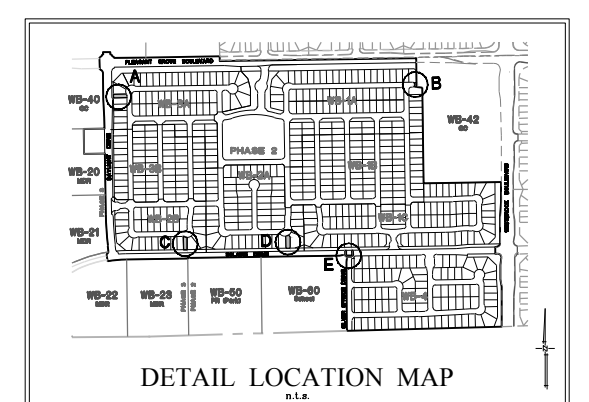
E CROSSWALK AT SOLAIRE DRIVE
& SILVER SPRUCE DRIVE

Attachment A
CONCEPTUAL PASEO, PUE & EVA CORRIDORS
for
Westbrook - Phase 2
A portion of the Sierra Vista Specific Plan Area
Roseville, California
March 4, 2016

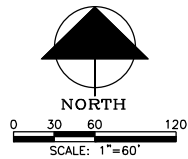
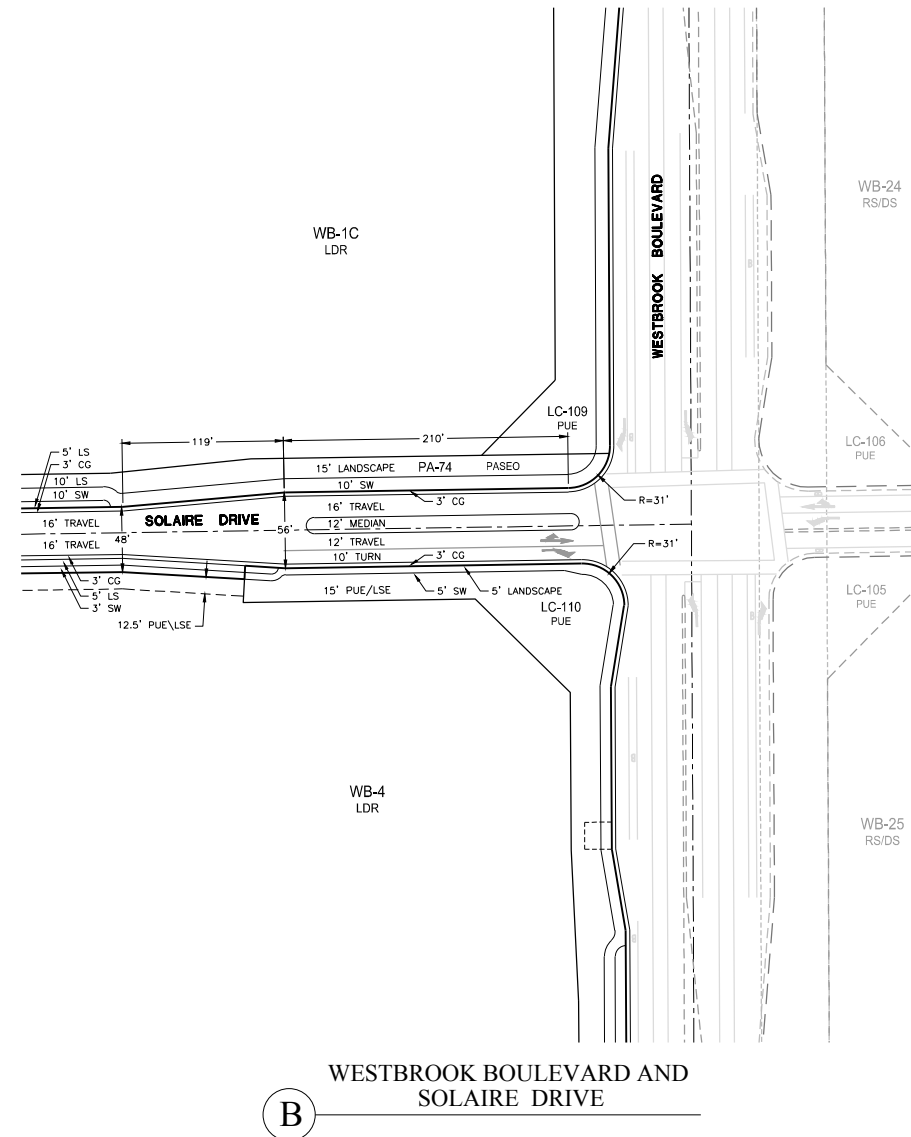
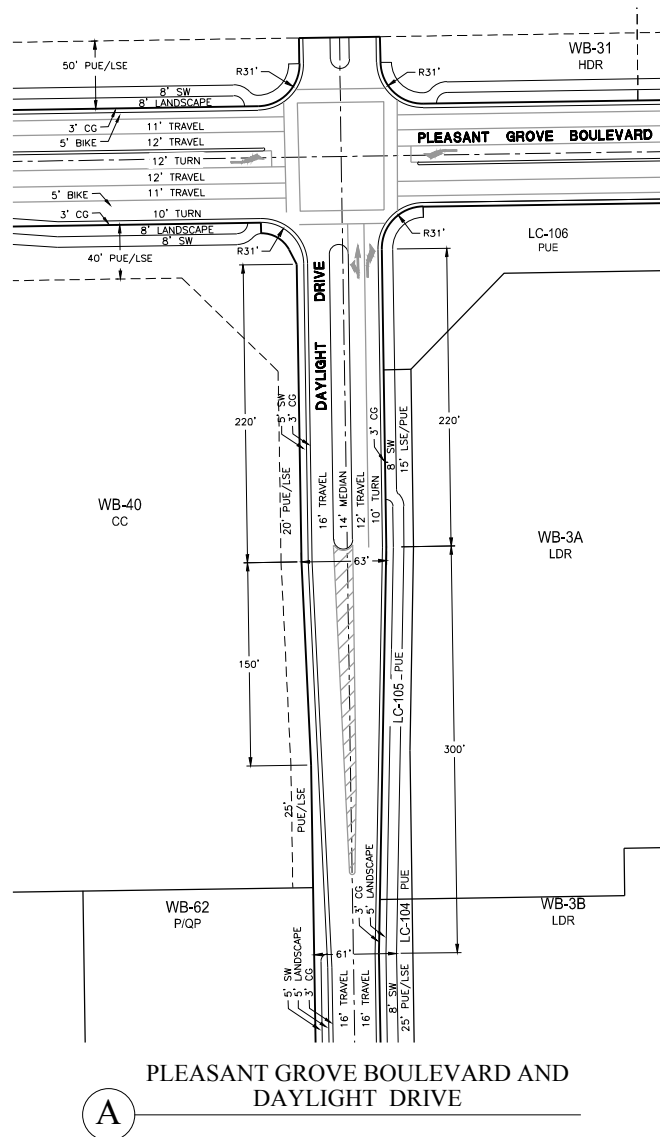
Scale: 1" = 20'

WESTPARK communities

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1502 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189



DETAIL LOCATION MAP



Attachment B
INTERSECTION GEOMETRY DETAILS
for

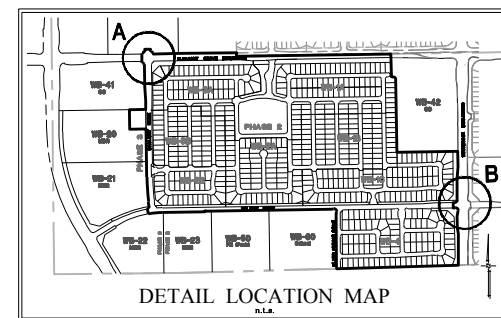
Westbrook - Phase 2

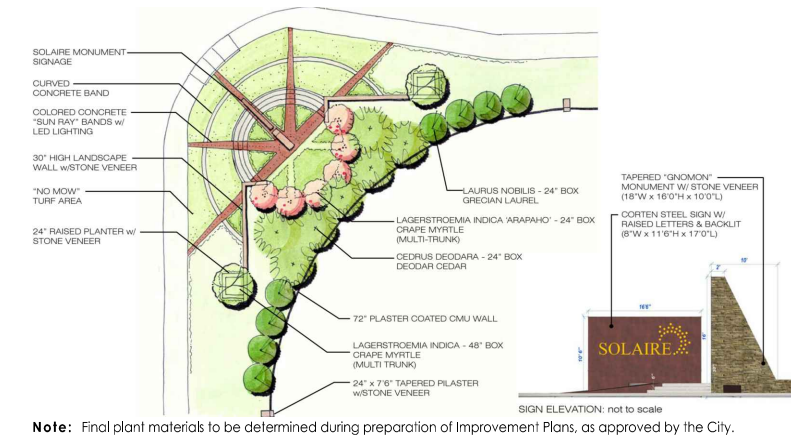
A portion of the Sierra Vista Specific Plan Area

Scale: 1" = 60'

Roseville, California

March 4, 2016

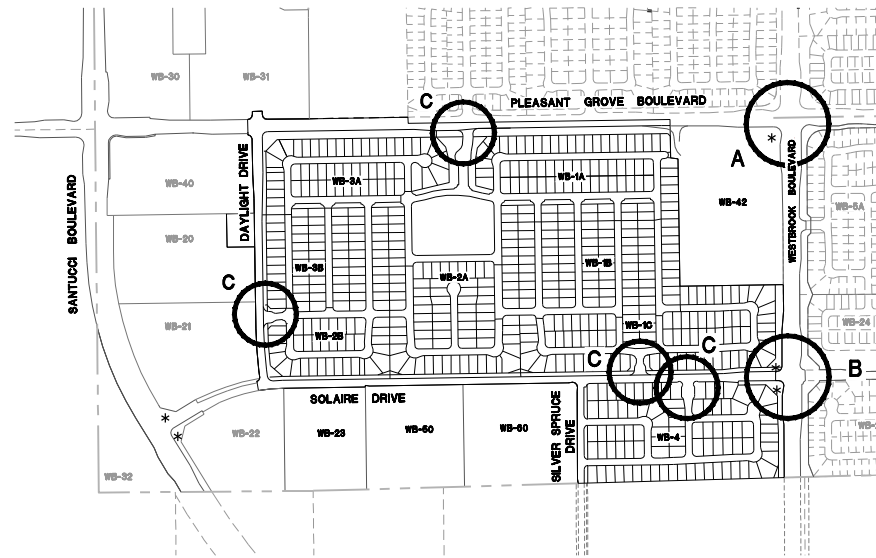




Note: Final plant materials to be determined during preparation of Improvement Plans, as approved by the City.

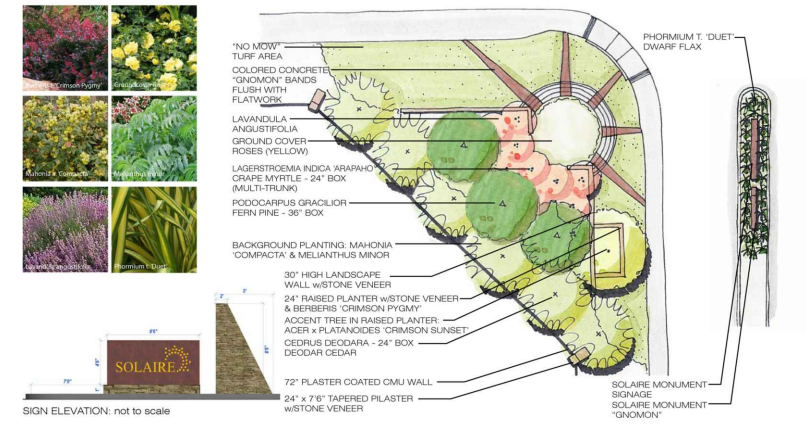


A MAJOR ENTRY MONUMENT
(N.T.S.)



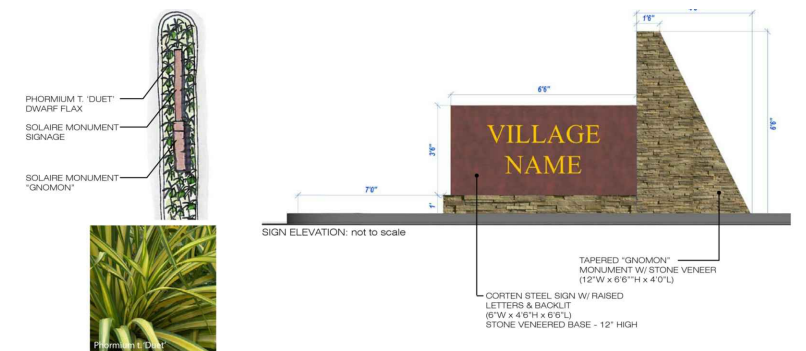
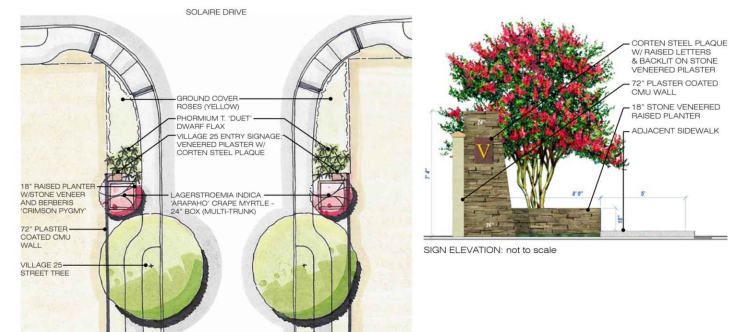
ENTRY MONUMENT LOCATION MAP

(Scale: 1"=500')



Note: Final plant materials to be determined during preparation of Improvement Plans, as approved by the City.

(B) MINOR ENTRY MONUMENTS



Note: Final plant materials to be determined during preparation of Improvement Plans, as approved by the City.

C VILLAGE ENTRY MONUMENTS
(N.T.S.)

Attachment C
ENTRY MONUMENT DETAILS
for

Westbrook - Phase 2

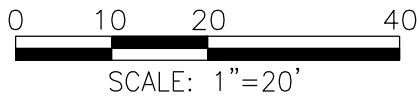
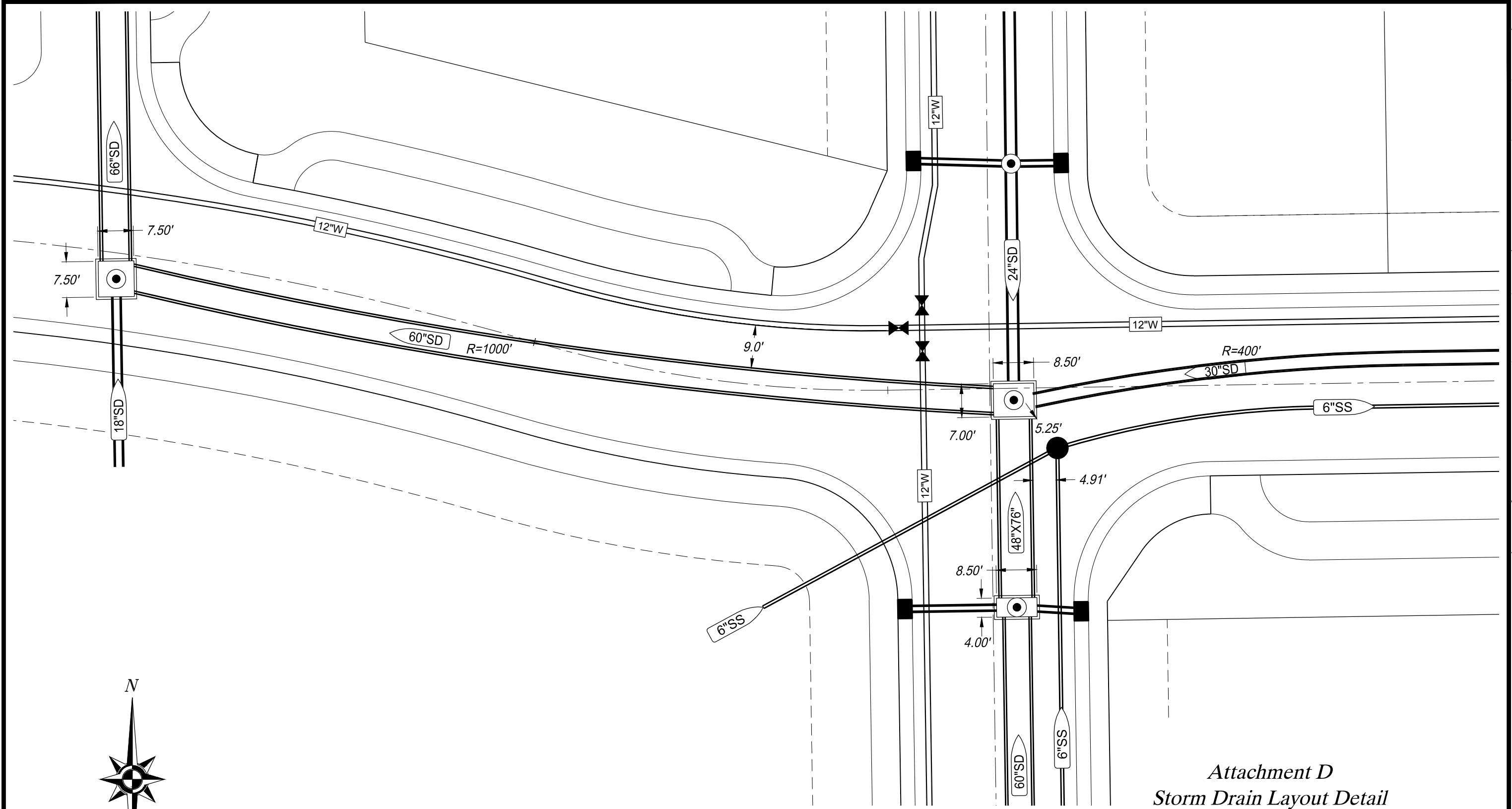
A portion of the Sierra Vista Specific Plan Area

Scale: As Noted

Roseville, California

March 4, 2016





Attachment D
Storm Drain Layout Detail

Westbrook - Phase 2

City of Roseville
Scale 1"=20'

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

California
January 22, 2016
18437.PH2



COUNCIL COMMUNICATION

CC #: 7595

File #: 0206-03-01

Title: Westbrook Community Facilities District No. 1 & 2 - Change to the Rate and Method of Apportionment of Special Tax

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 4/20/2016

Item #: 10.3.

RECOMMENDATION TO COUNCIL

It is requested that the City Council adopt the following resolution in regards to Westbrook Community Facilities District No. 1 (Public Facilities) and No. 2 (Public Services):

- Resolution approving Change to the Rate and Method of Apportionment of Special Tax for Westbrook Community Facilities District No. 1 (Public Facilities) and Westbrook Community Facilities District No. 2 (Public Services)

BACKGROUND

On April 16, 2014 Council approved Resolution No. 14-131 forming Westbrook Community Facilities District No. 1 (Public Facilities). On December 17, 2014 Westbrook Community Facilities District No. 2 (Public Services) was then formed under Resolution No. 14-540. The property owner originally submitted a rezone application for Westbrook Phases 2 and 3 to the City on December 24, 2013 which was later revised. The final rezone plans are being taken to the City Council for approval on April 20, 2016. As a result of the rezone the owner wishes to reapportion the special tax amongst the new parcels, while not reducing the total maximum annual special tax revenue that would be generated in each CFD. This change been approved in writing by both the owner and the Finance Director and is allowed per each of the original Community Facilities District's Rate, Method of Apportionment documents.

FISCAL IMPACT

The approval of the resolution will not impact the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The approval of the resolution will not have an impact on local economic development or job

creation.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-121

Westbrook CFD 1-Amended Notice of Special Tax Lien

Westbrook CFD 2-Amended Notice of Special Tax Lien

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 16-121

**RESOLUTION APPROVING CHANGE TO
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES)**

WHEREAS, this Council has previously conducted proceedings to establish Westbrook Community Facilities District No. 1 (Public Facilities) ("CFD 1") and Westbrook Community Facilities District No. 2 (Public Services) ("CFD 2," and together with CFD 1, the "CFDs") 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

WHEREAS, a special tax has been authorized to be levied within each CFD, and a lien of the special tax, which is a continuing lien, secures each annual levy of the special tax and shall continue in force and effect until the respective special tax ceases to be levied and a respective notice of cessation of special tax is recorded in accordance with section 53330.5 of the California Government Code; and

WHEREAS, under the Act, the City and this Council, as the legislative body for the CFDs, is empowered with the authority to make certain limited changes to the rate, method of apportionment, and manner of collection of special taxes of the CFDs, and now desires to do so; and

WHEREAS, the existing rate, method of apportionment, and manner of collection of special tax for CFD 1 (the "Original CFD 1 RMA") was originally approved at the time of formation of CFD 1 as set forth as Exhibit B to the Notice of Special Tax Lien recorded in the Office of the County Recorder of the County of Placer on April 30, 2014, as Document No. 2014-0027736, and subsequently amended pursuant to proceedings of this Council and set forth as Exhibit A to the Amended Notice of Special Tax Lien recorded in the Office of the County Recorder of the County of Placer on December 5, 2014, as Document No. 2014-0087891; and

WHEREAS, the existing rate, method of apportionment, and manner of collection of special tax for CFD 2 (the "Original CFD 2 RMA") was originally approved at the time of formation of CFD 2 as set forth as Exhibit B to the Notice of Special Tax Lien recorded in the Office of the County Recorder of the County of Placer on December 19, 2014, as Document No. 2014-0091784-00; and

WHEREAS, an owner of land in the CFDs has requested a change in the special tax rates applicable to such land (and only such land) and this Council hereby finds and determines that public convenience and necessity require that it consider that each of the Original CFD 1 RMA and the Original CFD 2 RMA be changed, as requested by such owner, to facilitate development of property within the CFDs; and

WHEREAS, this Council hereby finds and determines that finds that adoption of the changes to Original CFD 1 RMA and the Original CFD 2 RMA facilitates public convenience and necessity and is an appropriate exercise of the City's discretion under Section 4(e) and

Section 8 of the Original CFD 1 RMA and Section 4(D) of the Original CFD 2 RMA, (ii) such approval and adoption are necessary and convenient to carry out the purposes of the CFDs as contemplated by the Act, and (iii) Sections 53312.5 and 53315 of the Act provide this Council, as the legislative body for the CFDs, with the authority and ability to liberally construe the provisions of the Act in order to effectuate its purposes, and that the Council is further empowered with the authority to take any actions or make any determinations that are necessary or convenient to carry out the purposes of the Act and not otherwise prohibited, and (iv) the actions approved herein are authorized under the respective RMAs and the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. This Resolution and changes described herein relates to certain property in CFD 1 and CFD 2 wholly owned by Westpark Communities (the "Owner"). The boundaries of CFD 1 are as set forth in the map of CFD 1 heretofore recorded in the Placer County Recorder's Office on March 10, 2014, in Book 3, Page 70, as Document No. 2014-0014814 of Maps of Assessment and Community Facilities Districts, and the boundaries are not being amended in these proceedings; the boundaries of CFD 2 are as set forth in the map of CFD 2 heretofore recorded in the Placer County Recorder's Office on November 10, 2014, in Book 3, Page 71, as Document No. 2014-0079649 of Maps of Assessment and Community Facilities Districts, and the boundaries are not being amended in these proceedings.

2. This Council hereby accepts, adopts and approves: (i) the changes to the Original CFD 1 RMA as set forth in the proposed amendment to rate, method of apportionment, and manner of collection of special tax for CFD 1 set forth in Exhibit A attached hereto and hereby incorporated herein (the "Amended CFD 1 RMA"), and (ii) the changes to the Original CFD 2 RMA as set forth in the proposed amendment to rate, method of apportionment, and manner of collection of special tax for CFD 2 set forth in Exhibit B attached hereto and hereby incorporated herein (the "Amended CFD 2 RMA").

3. This Council hereby finds and determines that public convenience and necessity require the adoption of Amended CFD 1 RMA and Amended CFD 2 RMA, as requested by the affected property owner, to facilitate development of such property within the CFDs, and further finds and determines that all prior proceedings and actions taken by this Council with respect to the CFDs and the amendment of the Original CFD 1 RMA and the Original CFD 2 RMA were valid and in conformity with the Act.

4. This Council hereby further finds and determines that the Owner has requested the changes to the Amended CFD 1 RMA and the Amended CFD 2 RMA and the Owner is the only property owner in the CFDs affected by these proceedings. There is on file with the City Clerk a written request and consent of Owner to the changes and waiver executed by the Owner waiving any requirement for public hearing or notice, election or any other proceedings in connection with the adoption by this Council of the Amended CFD 1 RMA and Amended CFD 2 RMA. Accordingly, the Council finds and determines that the Owner has been fully apprised of and has agreed to the changes.

5. Within 15 days of the date hereof, as required by Section 3117.5 of the California Streets and Highways Code, the City Clerk shall execute and cause to be recorded in the Office of the County Recorder of the County of Placer: (i) an Amended Notice of Special Tax Lien for CFD 1 that includes the Amended CFD 1 RMA, and (ii) an Amended Notice of Special Tax Lien for CFD 2 that includes the Amended CFD 2 RMA.

6. All actions heretofore taken by the officers, employees and agents of the City with respect to the Amended CFD 1 RMA and Amended CFD 2 RMA are hereby approved, confirmed and ratified, and the City Manager, Chief Financial Officer, Finance Director or such other person or persons as any of them may designate (collectively, the "Authorized Officers"), acting alone, are each hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable to effectuate the purpose and intent of this resolution. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

7. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the __th day of _____, 2016, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

EXHIBIT A

[AMENDED RMA - CFD 1]

EXHIBIT B

[AMENDED RMA - CFD 2]

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street, Suite 208
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
COUNTY OF PLACER, STATE OF CALIFORNIA

AMENDMENT #2

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned, City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy, is hereby imposed on the property within the City's Westbrook Community Facilities District No. 1 (Public Facilities) (the "CFD").

The special tax secured by this lien was originally authorized to be levied for the purpose of paying the costs of public facilities in and according to the Rate, Method of Apportionment, and Manner of Collection of Special Tax set forth in that certain Notice of Special Tax Lien, dated as of April 30, 2014 heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on April 30, 2014, as Document No. 2014-0027736-00, which Notice of Special Tax Lien was amended pursuant to that certain Amended Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on December 5, 2014, as Document No. 2014-0087891-00, to which recorded Amended Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference. The Amended Notice of Special Tax Lien included, as Exhibit A thereto, a Rate, Method of Apportionment and Manner of Collection of Special Tax for the CFD (the "Amended RMA"), which replaced, in its entirety, the version thereof included as Exhibit B to the Notice of Special Tax Lien.

This Amended Notice of Special Tax Lien is being filed to replace, in its entirety, the Amended RMA with the "Rate, Method of Apportionment and Manner of Collection of Special Tax," attached hereto as **EXHIBIT A** and incorporated herein by reference, which has been approved and accepted by the City in accordance with the requirements of the Amended RMA and the Act.

Except as amended and supplemented by the "Rate, Method of Apportionment and Manner of Collection of Special Tax," attached hereto as **EXHIBIT A**, the Amended Notice of

Special Tax Lien shall remain in full force and effect. The special tax described in the Amended Notice of Special Tax Lien, as amended by the "Rate, Method of Apportionment and Manner of Collection of Special Tax," attached hereto as **EXHIBIT A**, is authorized to be levied within the District, and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code. The recording of this amended notice in the Office of the County Recorder of the County of Placer shall in no way alter or affect the obligation to pay the special tax levy or the lien upon all nonexempt real property within the District established in accordance with Section 3115.5 of the Streets and Highways Code of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2016.

By: _____
Sonia Orozco,
City Clerk of the City of Roseville

EXHIBIT A - Rate, Method of Apportionment and
Manner of Collection of Special Tax

EXHIBIT A

**Rate, Method of Apportionment and
Manner of Collection of Special Tax
(as amended)**

EXHIBIT A

City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)
Placer County, California

AMENDED 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 the Westbrook Community Facilities District No. 1 (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 a County 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 the CFD, including, but not limited to, these:

- a. Costs of computing Special Taxes and preparing annual Special Taxes 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 Taxes 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 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 the Finance Director, or his or her designee.

"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 Housing Agreement has been entered into for the property designating the Unit as affordable. A Multifamily Use parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or its 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 Lots 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 Special Tax for Parcels pursuant to **Section 4**.

"Annual Costs" means, for any Fiscal Year, the total of these:

- a. Debt Service to be paid from 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 Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.
- d. The amount needed to (i) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (ii) 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.

- e. Authorized Facilities Funded on a Pay-As-You-Go Basis, which shall be paid on a first in first out basis.
- f. Less any available earnings on the reserve fund, Special Tax funds, or any other available revenues of the CFD or the City that may be used to fund Annual Costs.

"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.

"Authorized Facilities" means those facilities to be financed as identified in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2014, and ending June 30, 2015.

"Bond(s)" means bond(s) issued or other indebtedness incurred by the City for the CFD under the Act.

"Bond Indenture" means the indenture, resolution, fiscal agent agreement, or other financing document 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 structure.

"CFD" means the Westbrook Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California.

"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.

"County 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.

"Debt Service" means the total amount of bond principal, interest, and the scheduled sinking fund payments of the Bonds.

"Developed Parcel" means, in any Fiscal Year:

- For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded during or prior to the preceding Fiscal Year.
- For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued during or prior to the preceding Fiscal Year.
- For all Nonresidential 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.

“Development Impact Fee Deferral” means the deferred payment of development impact fees collected by the City or the South Placer Regional Transportation Authority (SPRTA) in the equivalent amount of \$5,600 in the Base Year per one DUE. The \$5,600 will ultimately be paid out of the CFD and therefore such amount will be increased by any inflation increases to the selected development impact fee, as determined solely by the City, in each Fiscal Year following the Base Year.

“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 Parcel, Multifamily Parcel, and Nonresidential Parcel.

“DUE” means the dwelling unit equivalent of one single-family detached residential unit. Other land uses will be assigned DUEs based upon their usage factors or other means of comparison to that of single-family detached residential uses.

“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 residential Parcels.

“Finance Director” means the Finance Director for the City, or his or her designee.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Full Prepayment” means the complete fulfillment of a Parcel’s Special Tax obligation, as determined by following the procedures in **Section 7**.

“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 Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

“Market-Rate Unit” means a Unit that is not an Affordable Unit.

“Maximum Annual Special Tax” means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1 and 2**.

“Maximum Annual Special Tax Rate” means the Maximum Annual Special Tax Rate per Unit or Acre as shown in **Attachment 2**.

“Maximum Annual Special Tax Revenue” means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

“Maximum 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.

"Multifamily" or **"Multifamily Residential Use"** means any Parcel or Development Project designated or developed for more than one residential dwelling unit per parcel. Such uses may consist of apartments, condominiums, townhomes, time-share units, row houses, duplexes, or triplexes.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** at formation of the CFD.

"Outstanding Bonds" means the total principal amount of Bonds that have been issued and not fully repaid or legally defeased.

"Parcel" means any County 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 Special Tax obligation, as determined by following the procedures in **Section 7**.

"Pay-As-You-Go Basis" means the use of annual and one-time Special Tax revenues to directly fund the construction, maintenance or improvement of Authorized Facilities, on a first in first out basis.

"Prepayment" means the complete or partial fulfillment of a Parcel's Special Tax obligation, as determined by following the procedures in **Section 7**.

"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 public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a Parcel that is created as the result of the recordation of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a Parcel within the boundaries of a Large Lot Parcel (defined in **Map 2**) that has not been mapped for final development approval. Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as school or 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.

"RMA" means the Rate and Method of Apportionment of the Special Tax.

"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 made 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. 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 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 the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Tax Category" means the categories of taxable land uses shown in **Attachment 2**.

"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 in all Fiscal Years following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased for the first 45 Fiscal Years following the Base Year, or until all Outstanding Bonds have been redeemed.

"Taxable Acreage" means that area of a Parcel that is 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 **Map 2**, contains both taxable and tax-exempt uses, such as a school or park site.

"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, the Parcel shall remain a Taxable Parcel as per the provisions of **Section 4.g**.

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.

"Trustee" means a national banking association organized and existing under the laws of the United States.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means (a) for Single-Family Parcel dwelling unit; and (b) for Multifamily Parcel, such as an individual residential unit in an apartment building

"Zone" means Zone 1, Zone 2, or Zone 3.

"Zone 1" means that geographical area so designated in **Map 2**.

"Zone 2" means that geographical area so designated in **Map 2**.

"Zone 3" means that geographical area so designated in **Map 2**.

3. Duration of the Special Tax

The Special Tax will be levied and collected for as long as it is needed to pay Annual Costs; however, in no event shall the Special Tax be levied on any Parcel in the CFD after Fiscal Year 2075-2076.

When all Authorized Facilities and other Annual Costs incurred by the CFD have been paid, the Special Taxes under each of the Special Tax programs shall cease to be levied. The City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. In addition, the Notice of Cessation of Special Tax shall identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year, unless directed by the City to refrain from increasing or to limit the increase.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. The Maximum Annual Special Tax is assigned to Original Parcels on a Maximum Annual Special Tax per Acre basis by Zone. The Base Year Maximum Annual Special Tax per Acre for Original Parcels is shown in **Attachment 1** by Zone. **Map 1** shows the Original Parcels by County Assessor's Parcel Number. To determine the Maximum Annual Special Tax for an Original Parcel, identify the Acreage of such a Parcel. Next, determine which Zone or Zones the Parcel occupies. Determine the Acreage in each Zone, then multiply the Acreage times the Maximum Annual Special Tax per Acre (as increased by the Tax Escalation Factor) per Zone to determine the Maximum Annual Special Tax for the Original Parcel.
- c. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided, use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels:

1. If Original or Successor Parcels are Subdivided Into Large Lot Parcels:

- A. The proposed Large Lot Parcels for the CFD are shown in **Map 2**. The corresponding Maximum Annual Special Taxes for each proposed Large Lot Parcel and Tax Category are shown in **Attachment 2**. If a Large Lot Parcel Map is recorded that reflects the boundaries of all Large Lot Parcels shown in **Map 2**, assign the Maximum Annual Special Tax shown in **Attachment 2** to each Large Lot Parcel created by the Large Lot Subdivision Map.

Large Lot Parcel WB-33 is a Multifamily Use parcel with 81 taxable Affordable Units assigned to the Parcel. If the Affordable Units assigned to WB-33 are assigned to another Multifamily Use parcel, the Affordable Units may be transferred to the Large Lot Parcel using the provisions of **Section 4.e**.

- B. If the Large Lot Parcels created by the Large Lot Parcel Map have boundaries that differ from the boundaries shown in **Map 2**, use the following procedures to assign the Maximum Annual Special Tax to Large Lot Parcels created by the Large Lot Subdivision Map:
1. All Large Lot Parcels are created but differ in shape and size from **Map 2**. **Map 2** and **Attachment 2** shall be updated and the correct boundaries of each Large Lot Parcel shall be reflected in **Map 2** and **Attachment 2**. If, at the same time changes are being made to **Attachment 2**, it is determined that the number of Final Small Lot Subdivision Map, Acreage of Multifamily Parcels, or Acreage of Nonresidential Parcels in a Large Lot Parcel has changed, the Maximum Annual Special Tax for each Large Lot Parcel in **Attachment 2** may, in the City's sole discretion, also be changed, as long as the Maximum CFD Special Tax Revenues are not reduced. If the City determines that such an adjustment is needed, the adjustment shall be effective immediately after recordation of the Large Lot Subdivision Map, after which time the Maximum Annual Special Tax for each Large Lot Parcel shall be fixed for all future Fiscal Years, except as otherwise provided in **Sections 4** and **5** below. After **Attachment 1** and **Attachment 2**, as needed, have been updated, the Administrator shall record, or cause to be recorded, an amended Notice of Special Tax Lien that includes the revised attachments. If such an adjustment and recording takes place, the property owner that requested the adjustment shall bear the costs to effect the adjustment and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 1** and **2**. Before approval of the adjustment, the City may require a deposit from the requesting property owner for the estimated cost to perform such adjustment.
 2. Some Large Lot Parcels are created by a Large Lot Subdivision Map with a **Remainder Parcel or Parcels**. If the recorded Large Lot Parcels reflect the boundaries of the corresponding Large Lot Parcels shown in **Map 2**, assign the Maximum Annual Special Tax shown in **Attachment 2** to each Large Lot Parcel created by the Large Lot Subdivision Map:
 - a. If just one Remainder Parcel is created by the recordation of the Large Lot Parcel Map, assign the Maximum Annual Special Tax to all Large Lot Parcels created using the procedures in **Section 4.c.1.A** or **Section 4.c.1.B** above. Identify the Acreage of the Remainder Parcel and determine the Acreage which lies in each Zone, as needed. Multiply the Acreage times the Maximum Annual Special Tax shown in **Attachment 1** for the appropriate Zone to determine the Maximum Annual Special Tax for the Remainder Parcel.
 - b. If more than one Remainder Parcel is created by recordation of the Large Lot Parcel Map, assign the Maximum Annual Special Tax to all Large Lot Parcels created using the procedures in **Section 4.c.1.A** or **Section 4.c.1.B** above. Identify the Acreage of each Remainder Parcel and determine the Acreage which lies in each Zone, as needed. For each Zone, as needed, multiply the

Acreage times the Maximum Annual Special Tax for that Zone shown in **Attachment 1**. Sum the amount calculated for each Zone to determine the Maximum Annual Special Tax for the Remainder Parcel.

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**.

2. If Original or Successor Parcel is Subdivided into Single-Family Parcels. There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-Family Parcels. Use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels:

- A. If the number of Single-Family Parcels is equal or greater than the number of Units shown for the Large Lot Parcel in **Attachment 2**, assign the Maximum Annual Special Tax per Unit to each Single-Family Parcel created by the Subdivision.

If fewer Single-Family Parcels are created by the Subdivision than Units shown for the Large Lot Parcel in **Attachment 2**, divide the total amount of Maximum Annual Special Tax assigned to the Large Lot Parcel by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map. This amount is the Maximum Annual Special Tax per Unit.

If the Large Lot Parcel has been assigned Affordable Units in **Attachment 2**, divide the number of Single-Family Parcels that are not Affordable Units into the Maximum Annual Special Tax assigned to the Units that are not Affordable Units. At formation of the CFD, only Large Lots Parcels WB-20, WB-21, WB-22, and WB-33 are assigned such Affordable Units.

- B. If **Attachment 2** shows that the Large Lot Parcel is assigned Affordable Units, assign the Maximum Annual Special Tax Rate shown for the Large Lot Parcel in **Attachment 2** to the Taxable Parcels designated as Affordable Units

3. 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 and one or more Large Lot Parcels (or Remainder Parcels), the Maximum Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

- A. If the Large Lot Parcel which is Subdivided into Single-Family Parcels produces the same number of Units, or greater, than anticipated in **Attachment 2**, assign the Maximum Annual Special Tax Rate per Unit (as increased by the Tax Escalation Factor) in **Attachment 2** for the Large Lot Parcel. If the Large Lot Parcel is assigned Affordable Units, follow the procedures of **Section 4.c.3.B**.

If fewer Units are created by Subdividing the Large Lot Parcel, determine the number of Affordable Units assigned to the Large Lot Parcel. Subtract the Affordable Units from the number of Units created. Determine the Maximum Annual Special Tax for the Market-Rate Units by multiplying the number of Market-Rate Units for the Large

Lot Parcel times the Maximum Annual Special Tax per Unit assigned to the Large Lot Parcel. Divide this amount by the number of Market-Rate Units for the Large Lot Parcel to determine the Maximum Annual Special Tax for the Single-Family Parcels that are Market Rate Units.

If the Large Lot Parcel is assigned Affordable Units, follow the procedures of **Section 4.c.3.B.**

- B. If **Attachment 2** shows that the Large Lot Parcel is assigned Affordable Units, assign the Maximum Annual Special Tax rate shown for the Large Lot Parcel in **Attachment 2** to the Taxable Parcels designated as Affordable Units.
- C. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the Large Lot Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Maximum Annual Special Tax for the Large Lot Parcel to determine the Maximum Annual Special Tax for the Remainder Parcel.

If more than one Remainder Parcel is created by recordation of the Large Lot Parcel Map, allocate the Maximum Annual Special Tax for all Remainder Parcels on a pro rata basis to all Remainder Parcels based on the percentage share of Taxable Acreage identified for each Remainder Parcel.

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**.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or its 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. The Maximum Annual Special Tax on the Unit that no longer qualifies as an Affordable Unit shall be increased to double the amount that would have applied in that Fiscal Year if the Unit had remained as an Affordable Unit. In subsequent Fiscal Years, this increased Maximum Annual Special Tax shall continue to escalate 2 percent per year.
- e. Transfer of the Assigned Maximum Special Tax from One Large Lot to Another. The Maximum Annual Special Taxes shown in **Attachment 2** were determined based on the expected land uses for each Large Lot Parcel shown in **Map 2**. If the number of planned residential units or nonresidential acreage is transferred from one Large Lot Parcel to another before recordation of 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 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 Finance Director, and (2) there is no reduction in the Maximum CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** or **Attachment 2** 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 and 2**. Before the transfer, the City may require a deposit from the requesting property owner for such costs. If such a transfer is requested, the Administrator shall apply the following steps to redistribute the Maximum Special Tax among the Parcels:

Step 4.e.1: Determine the Maximum Annual Special Tax associated with the land uses that will be transferred by multiplying the number of residential units or nonresidential acreage by the Maximum Annual Special Tax Rate per Unit identified for the Units or Acreage in **Attachment 2** (escalated by the Tax Escalation Factor to the then-current Fiscal Year).

Step 4.e.2: Subtract the amount determined in *Step 4.e.1* from the Maximum Annual Special Tax for the Large Lot Parcel from which the Units or Acreage will be transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.

Step 4.e.3: Add the amount determined in *Step 4.e.1* to the Maximum Annual Special Tax for the Large Lot Parcel to which the Units or Acreage is being transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.

- f. 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 Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determine using the provisions of **Sections 4 and 5** of the RMA.
- g. 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 school 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 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 CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the Administrator.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. 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 Special Tax to Taxable Parcels. The Maximum Annual 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**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4** and **5**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels in Zones 1, 2, and 3.
- c. For all Parcels in Zone 1, calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 6.c.1: Compare the Annual Costs with the amount calculated in **Section 6.a** and the Maximum Annual Special Tax Revenue computed in **Section 6.b**.

Step 6.c.2: If the Annual Costs are greater than the amount calculated in **Section 6.b**, increase proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy, when added to the levy amount computed in **Section 6.b**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.

Step 6.c.3: If the Annual Costs are greater than the amount calculated in *Step 6.c.2*, increase proportionately the Maximum Annual Special Tax levy, when added to the levy amounts determined in **Section 6.b** above, for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.

Step 6.c.4: If the Annual Costs are greater than the amount calculated in *Step 6.c.3*, increase proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined in **Section 6.b**, 6.c.2 and 6.c.3 above, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.

Step 6.c.5: If the Annual Costs are greater than the amount calculated in *Step 6.c.4*, follow the procedures set forth in **Section 6.d** below.

- d. For all Parcels in Zone 2, calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 6.d.1: Increase proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined above in **Section 6.b** and **6.c**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.

Step 6.d.2: Compare the Annual Costs with the amount calculated in *Step 6.d.1*.

Step 6.d.3: If the Annual Costs are greater than the amount calculated in *Step 6.d.1*, increase proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined above in **Section 6.b** and in previous steps in **Section 6.c**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.

Step 6.d.4: If the Annual Costs are greater than the amount calculated in *Step 6.d.3*, increase proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined above in **Section 6.b** and in previous steps in **Section 6.c**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.

Step 6.d.5: If the Annual Costs are greater than the amount calculated in *Step 6.d.4*, follow the procedures set forth in **Section 6.e** below.

- e. For all Parcels in Zone 3, calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 6.e.1: Increase proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined above in **Sections 6.b** through **6.d**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.

Step 6.e.2: Compare the Annual Costs with the amount calculated in *Step 6.e.1*.

Step 6.e.3: If the Annual Costs are greater than the amount calculated in *Step 6.e.1*, increase proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined above in **Sections 6.b** through **6.d**, and in previous steps in **Section 6.e**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.

Step 6.e.4: If the Annual Costs are greater than the amount calculated in *Step 6.e.3*, increase proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy, when added to the levy amounts determined above in **Sections 6.b** through **6.d**, and in

previous steps in **Section 6.e**, equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.

- f. Levy on each Taxable Parcel the amount calculated above.
- g. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 9**, 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 not be sent later than the date required by the Auditor for such inclusion.

The Administrator will make every effort to correctly calculate the Special Tax for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Prepayment of the Special Tax Obligation

A property owner may permanently or partially satisfy the Maximum Annual Special Tax for a Taxable Parcel by a Full or Partial Prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The City determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on Outstanding Bonds.
 - The landowner prepaying the Special Tax on a Parcel has paid any delinquent Special Tax and penalties on that Parcel before Prepayment.
- a. The Full Prepayment amount shall be established by following the steps below:
 - Step 7.a.1: Determine the Maximum Annual Special Tax for the Taxable Parcel for which the Special Tax is to be prepaid using the provisions of **Sections 4** and **5**. If the Parcel is not designated as a Developed Parcel, determine the applicable Maximum Annual Special Tax for the Parcel assuming it is a Developed Parcel.
 - Step 7.a.2: Increase the Maximum Annual Special Tax by 2 percent for the remaining period for which the Parcel is subject to the Special Tax (up to 30 years or the termination of the CFD, whichever is lesser).
 - Step 7.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 7.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.
 - Step 7.a.4: Add to the amount calculated in *Step 7.a.3* interest on the Bonds being redeemed to the next redemption date.
 - Step 7.a.5: Add to the amount calculated in *Step 7.a.4* a redemption premium on the Bonds (if any).
 - Step 7.a.6: Add to the amount calculated in *Step 7.a.5* the Development Impact Fee Deferral amount, as adjusted for inflation.

Step 7.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 7.a.6*.

Step 7.a.8: The amount in *Step 7.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

- b. The Partial Prepayment amount shall be established by following the procedure below:

The amount of any Partial Prepayment must be a minimum of 25-percent of the Full Prepayment amount. A Partial Prepayment may be made in an amount equal to at least 25-percent of the Full Prepayment desired by the party making a Partial Prepayment, except that the full amount of administrative fees and expenses determined in *Step 7.a.4* shall be included in the Partial Prepayment. The Maximum Annual Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Annual Special Tax that could have been levied before the Prepayment, reduced by the percentage of the Full Prepayment that the Partial Prepayment represents, all as determined by or at the direction of the Administrator.

8. 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 Administrator appealing the levy of the Special Tax. The Administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the Administrator 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 Administrator may make minor, non-substantive administrative and technical changes to the provisions of this Exhibit that do not materially affect the RMA 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, which 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 only affects the owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

9. 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, that 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
Westbrook Community Facilities District No. 1 (Public Facilities)
Maximum Annual Special Tax per Acre in the Base Year
of FY 2014-15

Zone	Maximum Annual Special Tax Per Acre [1]
Zone 1	\$12,594
Zone 2	\$12,546
Zone 3	\$14,389

"att1"

[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in **Section 2** of this RMA.

Attachment 2
Westbrook Community Facilities District No. 1 (Public Facilities)
Large Lot Maximum Annual Special Tax in the Base Year

Large Lot Parcel	Tax Category	Acres	No. of Units	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax [1]
Zone 1 (Phase 1)					
WB-5A	LDR	11.7	71	\$1,585	\$112,535
WB-5B	LDR	18.8	86	\$1,585	\$136,310
WB-6	LDR	21.6	103	\$1,585	\$163,255
WB-7A	LDR	11.9	62	\$1,585	\$98,270
WB-7B	LDR	13.2	72	\$1,585	\$114,120
WB-24	MDR	7.5	53	\$1,300	\$68,900
WB-25	MDR	14.3	100	\$1,300	\$130,000
WB-51	Tax-Exempt	4.4	0	\$0	\$0
WB-61	Tax-Exempt	0.3	0	\$0	\$0
Zone 1 (Phase 1) Totals		103.7	547		\$823,390
Zone 2 (Phase 2)					
WB-1A	LDR	22.5	87	\$1,585	\$137,895
WB-1B	LDR	14.2	87	\$1,585	\$137,895
WB-1C	LDR	14.8	85	\$1,585	\$134,725
WB-2A	LDR	11.4	66	\$1,585	\$104,610
WB-2B	LDR	6.9	35	\$1,585	\$55,475
WB-3A	LDR	11.6	66	\$1,585	\$104,610
WB-3B	LDR	10.2	67	\$1,585	\$106,195
WB-4	LDR	16.0	89	\$1,585	\$141,065
WB-23	MDR	7.2	59	\$1,300	\$76,700
WB-42 [2]	Nonresidential	14.5	0	\$550	\$7,975
WB-50	Tax-Exempt	8.7	0	\$0	\$0
WB-60	Tax-Exempt	10.0	0	\$0	\$0
WB-62	Tax-Exempt	0.8	0	\$0	\$0
Zone 2 (Phase 2) Totals		148.8	641		\$1,007,145
Zone 3 (Phase 3)					
WB-20	MDR	10.0	80	\$1,300	\$104,000
WB-21	MDR	10.0	80	\$1,300	\$104,000
WB-22	MDR	7.4	61	\$1,300	\$79,300
WB-30 [3]	HDR - Affordable-Low	5.6	169	\$0	\$0
WB-30 [3]	HDR - Affordable-Very Low	2.3	68	\$0	\$0
WB-31	HDR	11.1	255	\$305	\$77,775
WB-32 [3]	HDR - Affordable-Low	3.7	92	\$0	\$0
WB-32 [3]	HDR - Affordable-Very Low	1.4	36	\$0	\$0
WB-41	Nonresidential	10.0	0	\$0	\$0
WB-52	Tax-Exempt	1.5	0	\$0	\$0
WB-80	Tax-Exempt	36.6	0	\$0	\$0
Zone 3 (Phase 3) Totals		99.6	841		\$365,075
CFD Totals		352.1	2,029		\$2,195,610

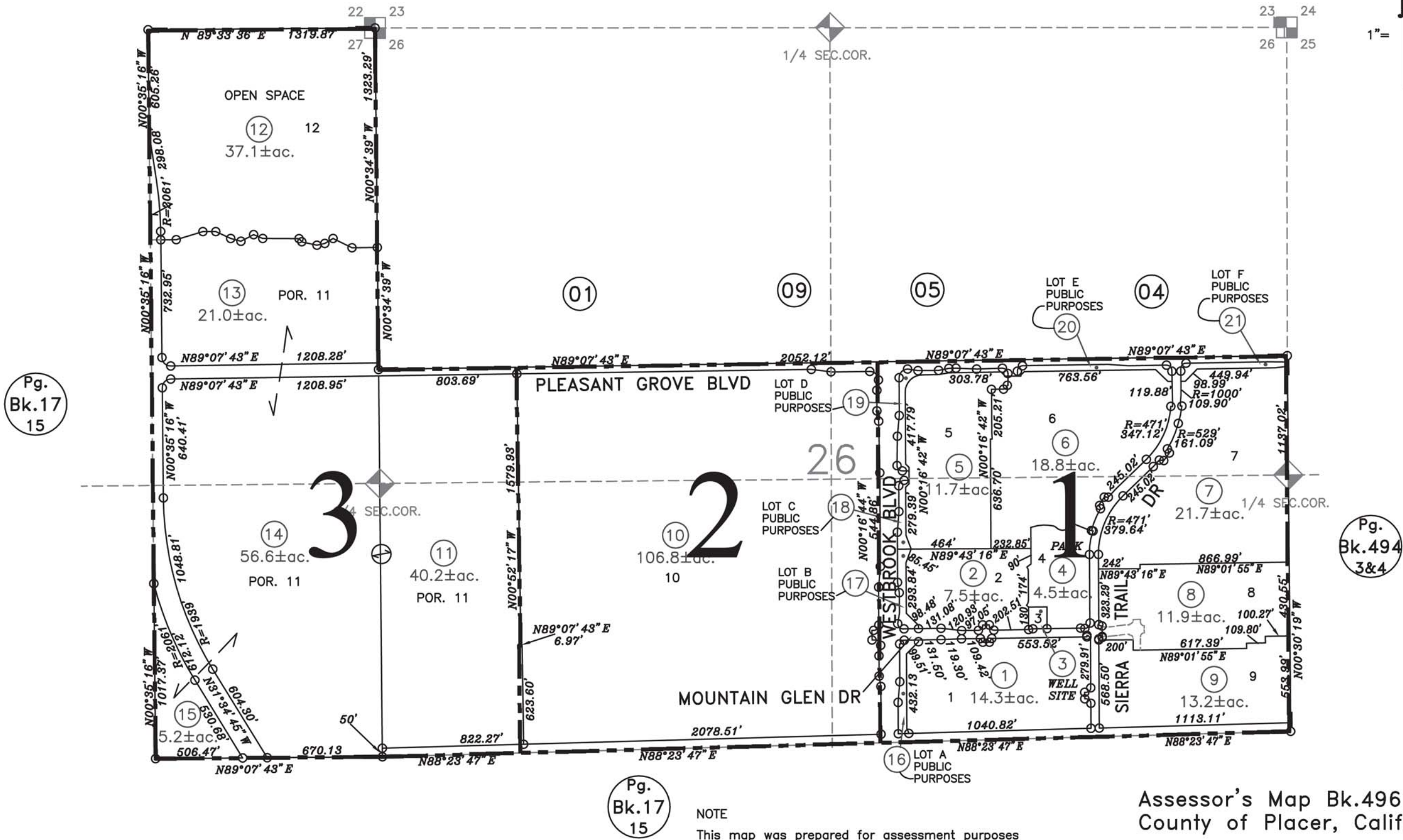
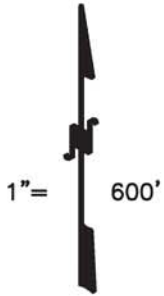
"att2"

Source: Westpark; EPS.

[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in Section 2 of this RMA.

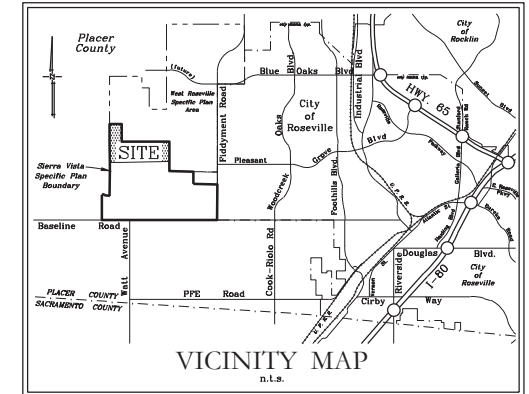
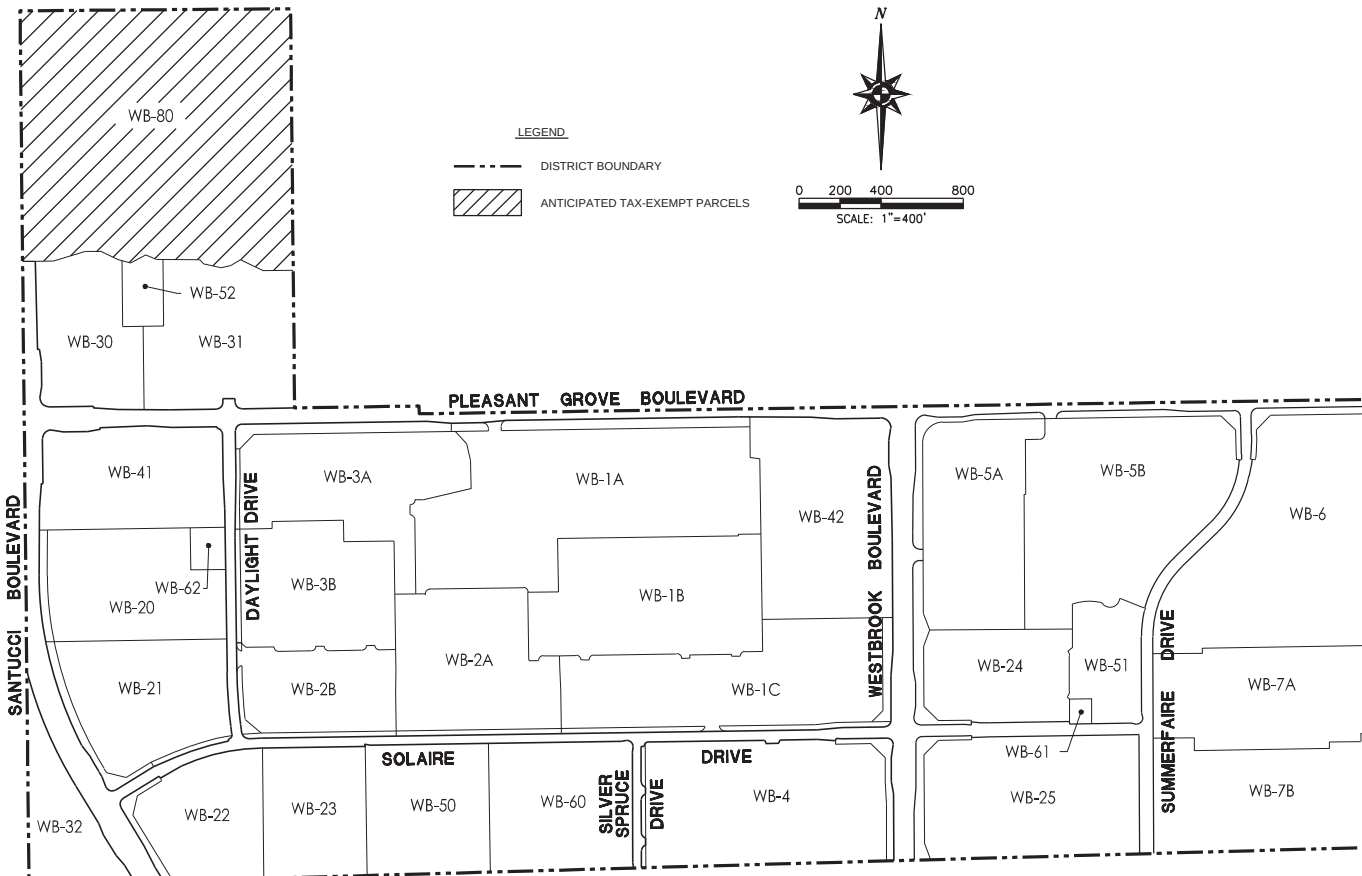
[2] This parcel is taxed per acre.

[3] WB-30 and WB-32 are updated based on transfer of 162 affordable units from Westpark to Westbrook.



BOUNDARY MAP
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING PORTIONS OF SECTIONS 26 & 27, 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 THIS ____ DAY OF ____ 2014.

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 WESTBROOK COMMUNITY FACILITIES DISTRICT NO. ____, 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 ____ 2014 BY IT'S RESOLUTION NO. ____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF ____, 2014, AT THE HOUR OF ____ O'CLOCK __ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
JIM MCCAULEY
COUNTY RECORDER
COUNTY OF PLACER

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1022 Europa Road, Suite 100, Roseville, CA 95661 (916) 775-1189

MARCH 2016
SHEET 1 OF 1

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street, Suite 208
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES)
COUNTY OF PLACER, STATE OF CALIFORNIA

AMENDMENT #1

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned, City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy, is hereby imposed on the property within the City's Westbrook Community Facilities District No. 2 (Public Services) (the "CFD").

The special tax secured by this lien is authorized to be levied within the CFD for the purpose of providing all or a portion of the public services described on Exhibit A to that certain Notice of Special Tax Lien, dated as of December 17, 2014 heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on December 19, 2014, as Document No. 2014-0091784-00, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference. The special tax is authorized to be levied according to the Rate, Method of Apportionment, and Manner of Collection of Special Tax set forth as Exhibit B to the Notice of Special Tax Lien, which provisions are hereby incorporated by this reference (the "Original RMA").

This Amended Notice of Special Tax Lien is being filed to replace, in its entirety, the Original RMA with the "Rate, Method of Apportionment and Manner of Collection of Special Tax," attached hereto as **EXHIBIT A** and incorporated herein by reference, which has been approved and accepted by the City in accordance with the requirements of the Original RMA and the Act.

Except as amended and supplemented by the "Rate, Method of Apportionment and Manner of Collection of Special Tax," attached hereto as **EXHIBIT A**, the Notice of Special Tax Lien shall remain in full force and effect. The special tax described in the Notice of Special Tax Lien, as amended by the "Rate, Method of Apportionment and Manner of Collection of Special Tax," attached hereto as **EXHIBIT A**, is authorized to be levied within the District, and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and

which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code. The recording of this amended notice in the Office of the County Recorder of the County of Placer shall in no way alter or affect the obligation to pay the special tax levy or the lien upon all nonexempt real property within the District established in accordance with Section 3115.5 of the Streets and Highways Code of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2016.

By: _____
Sonia Orozco,
City Clerk of the City of Roseville

EXHIBIT A - Rate, Method of Apportionment and
Manner of Collection of Special Tax

EXHIBIT A

**Rate, Method of Apportionment and
Manner of Collection of Special Tax
(as amended)**

EXHIBIT A

City of Roseville
Westbrook Community Facilities District No. 2 (Services)
Placer County, California

AMENDED 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 the Westbrook Community Facilities District No. 2 (Services) (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 a County 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 estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means the Finance Director of the City, or his or her designee.

"Affordable Unit" means a Unit built on a Parcel of Single-Family Parcel for which an Affordable Housing Agreement has been entered into for the property designating the Unit as affordable. The City Manager, or its 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 Lots 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 Special Tax for Parcels pursuant to **Section 4**.

"Annual Costs" means for each Fiscal Year, the total of (1) Authorized Services, (2) Administrative Expenses, and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"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 recorded by the County Assessor on the equalized tax roll.

"Authorized Services" mean those services, as listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2014 and ending June 30, 2015.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential structure.

"CFD" means the Westbrook Community Facilities District No. 2 (Services) of the City of Roseville, Placer County, California.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City of Roseville acting for the CFD under the Act.

"County" means the County of Placer, California.

"County Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

"Developed Parcel" means any Taxable Parcel with a Building Permit issued for residential or nonresidential uses.

"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 Parcel, Multifamily Residential Use Parcel, and Nonresidential Use Parcel.

"Expected Large Lot Parcel" means the Large Lot Parcels shown in **Map 1**, as may be amended from time to time pursuant to the provisions of this 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 residential Parcels.

"Finance Director" means the Finance Director for the City, or his or her designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"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 Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Multifamily" or **"Multifamily Residential Use"** means any Parcel or Development Project designated or developed for more than one residential dwelling unit per parcel. Such uses may consist of apartments, condominiums, townhomes, time-share units, row houses, duplexes, or triplexes.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses.

"Parcel" means any County Assessor's Parcel in the CFD based on the equalized tax rolls of the County.

"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 public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a Parcel that is created as the result of the recordation of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a Parcel within the boundaries of a Large Lot Parcel (defined in **Map 1**), that has not been mapped for final development approval. Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as school or 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, Multifamily Residential Uses, or apartments.

"RMA" means the Rate and Method of Apportionment of the Special Tax.

"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 made 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. 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 and which have not yet become 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 the Subdivision Map Act process. A Subdivision may also include the merging of two or more Parcels to create new Parcels.

"Tax Category" means the categories of taxable land uses shown in **Attachment 1**.

"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 not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Taxable Acreage" means that area of a Parcel that is 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 **Map 1**, contains both taxable and tax-exempt uses, such as a school or park site.

"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 Public Parcels.

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.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means (a) for Single-Family Parcel dwelling unit; and (b) for Multifamily Residential Use Parcel, such as an individual residential unit in an apartment building.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Administrative tasks required of the Administrator are discussed below:

- A. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- B. Assignment of the Maximum Annual Special Tax to Taxable Parcels. As Taxable Parcels are Subdivided or combined, the Administrator will assign the Maximum Annual Special Tax to each new Taxable Parcel based on the records of the City:
 - 1. After Recordation of a Large Lot Subdivision Map, Prior to Recordation of a Final Small Lot Subdivision Map.

The Maximum Annual Special Tax is assigned to each Large Lot Parcel at formation of the CFD, as shown in **Attachment 1**. If upon recordation of the Large Lot Subdivision Map for property within the CFD, it is determined the boundaries of the Large Lot Parcels are different than Expected Large Lot Parcels shown in **Map 1**, **Map 1** shall be updated and the correct boundaries of each Large Lot Parcel shall be reflected in **Map 1**. If, at the same time changes are made to **Map 1**, it is determined that the number of Final Use Small Lot Parcels or Acreage of Multifamily Parcels and Nonresidential Parcels within a Large Lot Parcel has changed, the Maximum Annual Special Tax for each Large Lot in **Attachment 1** may, in the City's sole discretion, also be changed as long as the Maximum Annual Special Tax Revenue for the CFD is not reduced. If the City determines that such an adjustment is needed, the adjustment will be effective immediately after recordation of the Large Lot Subdivision Map, after which time the Maximum Annual Special Tax for each Large Lot Parcel shall be fixed for all future Fiscal Years, except otherwise provided in **Section 4.D** below. After both **Map 1** and **Attachment 1** have been updated, the Administrator shall record, or cause to be recorded, an amended Notice of Special Tax Lien that includes the revised **Map 1** and **Attachment 1**. If such an adjustment and recording takes place, the property owner that required the adjustments shall bear the cost to effect the adjustment and prepare the required amendments to the Notice of Special Tax Lien and **Map 1** and **Attachment 1**. Prior to approval of the adjustment, the City may require a deposit from the requesting property owner for the estimated cost to perform such adjustments.

Unless an adjustment is made pursuant to the prior paragraph, the Maximum Annual Special Tax for property within a Large Lot Parcel shall be the Maximum Annual Special Tax shown in **Attachment 1**. If there are multiple Assessor's Parcels within a Large Lot Parcel prior to recordation of a Final Map within the Large Lot, the Maximum Annual Special Tax shall be allocated on a per-Acre basis to each Taxable Parcel to determine the Maximum Annual Special Tax for each Parcel. Upon recordation of the Large Lot Subdivision Map, the actual boundary for each Large Lot may change slightly from that shown in **Map 1**; such change shall have no impact on the Maximum Annual Special Tax for each Large Lot Parcel unless an adjustment is also made to the Maximum Annual Special Tax as permitted in the paragraph above.

2. After Recordation of a Final Small Lot Subdivision Map for an entire Large Lot Parcel:

a. Final Small Lot Subdivision Map Creating Final Map Lots of Single-Family Parcels:

- i. Identify the Maximum Annual Special Tax for the Large Lot and the Maximum Annual Special Tax per Unit in **Attachment 1** for the then-current Fiscal Year.
- ii. If the number of Units created by the Final Small Lot Subdivision Map is equal to or greater than the amount shown for the Large Lot Parcel in **Attachment 1**, assign the Maximum Annual Special Tax per Unit to all Final Use Small Lot Parcels.
- iii. If the number of Units created by the Final Small Lot Subdivision Map is fewer than the amount shown in **Attachment 1**, divide the Maximum Annual Special Tax from **Section 4.B.2.a.i** above by the number of Final Use Small Lot Parcels.
- iv. Determine if Affordable Units have been designated within the Large Lot Parcel. If yes, each Parcel on which an Affordable Unit has been designated shall be assigned 50-percent of the Maximum Annual Special Tax determined in **Section 4.B.2.a.ii** and all other Final Use Small Lot Parcels will be assigned the Maximum Annual Special Tax determined in **Section 4.B.2.a.i**.

b. Final Small Lot Subdivision Map Creating Final Map Lots in a Portion of a Large Lot Parcel:

- i. Identify the Maximum Annual Special Tax for the Large Lot Parcel.
- ii. Determine the number of Final Use Small Lot Parcels created in the Final Small Lot Subdivision Map.
- iii. Multiply the number of Final Use Small Lot Parcels in **Section 4.B.2.b.ii** by the Maximum Annual Special Tax per Unit shown in **Attachment 1** to determine the Maximum Annual Special Tax associated with Final Use Small Lot Parcels created by the Final Small Lot Subdivision Map. The Maximum Annual Special Tax per Unit shall be the Maximum Annual Special Tax for all Final Use Small Lot Parcels included in the Final Small Lot Subdivision Map, except Affordable Units which shall be set a 50-percent of the Rate for Market-Rate Units within the Final Small Lot Subdivision Map.

- iv. Subtract the Maximum Annual Special Tax associated with the Final Use Small Lot Parcels as determined in **Section 4.B.2.b.iii** from the Maximum Annual Special Tax for the Large Lot Parcel determined in **Section 4.B.2.b.i**.
- v. Subtract the Acreage of the Taxable Property included in the Final Small Lot Subdivision Map from the total Acreage of all Taxable Parcels within the Large Lot Parcel that resulted from the recordation of the Final Small Lot Subdivision Map to determine the Acreage of Taxable Parcels that is not included in the Final Small Lot Subdivision Map.
- vi. Divide the remainder determined in **Section 4.B.2.b.iv** by the remainder determined in **Section 4.B.2.b.v** to calculate the per-Acre Maximum Annual Special Tax that will apply to Taxable Parcels not included in the Final Small Lot Subdivision Map.
- vii. Multiply the per-Acre Maximum Annual Special Tax from **Section 4.B.2.b.vi** by the Acreage of the Taxable Parcels not included in the Final Small Lot Subdivision Map to calculate the Maximum Annual Special Tax for each Taxable Parcel.

If after Subdivision of a Large Lot Parcel, a Taxable Parcel is further Subdivided, the Successor Parcel shall be treated as an Original Parcel for the purposes of allocating the Maximum Annual Special Tax pursuant to **Section 4.B.1** and **4.B.2**, as appropriate.

After each reallocation of the Maximum Annual Special Tax as a result of a Subdivision, there shall be no net loss of Maximum Annual Special Tax Revenue for the CFD. Once the Maximum Annual Special Tax has been assigned to Final Map Parcels, the Maximum Annual Special Tax shall not be reduced in future Fiscal Years regardless of changes in land use, Parcels size, ownership, or Special Tax assigned elsewhere in the Large Lot.

- c. Final Small Lot Subdivision Map Creating No Final Use Small Lot Parcels:
 - i. Identify the Maximum Annual Special Tax for the Large Lot Parcel.
 - ii. Determine the total Acreage of Taxable Parcels created by Subdivision of the Large Lot Parcel.
 - iii. Divide the Maximum Annual Special Tax from **Section 4.B.2.c.i** by the Acreage from **Section 4.B.2.c.ii** to determine the Maximum Annual Special Tax per Acre.
 - iv. Multiply the per-Acre Maximum Annual Special Tax from **Section 4.B.2.c.iii** by the Acreage in each Taxable Parcel to calculate the Maximum Annual Special Tax for each Taxable Parcel.
- C. Affordable Units that Become Market Rate Units. If, in any Fiscal Year, a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the City shall update the Affordable Unit Listing by denoting the change in status of the Unit, together with the effective date thereof. The Maximum Annual Special Tax on the Unit that no longer qualifies as an Affordable Unit shall be increased to double the amount

that would have applied in that Fiscal Year if the Unit had remained as an Affordable Unit. In subsequent Fiscal Years, this increased Maximum Annual Special Tax shall continue to escalate by the Tax Escalation Factor.

- D. Transfer of the Maximum Annual Special Tax from one Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the expected land uses for each Large Lot Parcel shown in **Map 1**. If the number of planned residential units or Acreage is transferred from one Large Lot Parcel to another before recordation of a Final Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual 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 Finance Director, and (2) there is no reduction in the Maximum Annual Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** 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**. Before the transfer, the City may require a deposit from the requesting property owner for such costs. If such a transfer is requested, the Administrator shall apply the following steps to redistribute the Maximum Special Tax among the Parcels:
1. Determine the Maximum Annual Special Tax associated with the land uses that will be transferred by multiplying the number of residential units or nonresidential acreage by the Maximum Annual Special Tax per Unit identified for the Units or Acreage in **Attachment 1** (escalated by the Tax Escalation Factor to the then-current Fiscal Year).
 2. Subtract the amount determined in **Section 4.D.1** from the Maximum Annual Special Tax for the Large Lot Parcel from which the Units or Acreage will be transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
 3. Add the amount determined in **Section 4.D.1** to the Maximum Annual Special Tax for the Large Lot Parcel to which the Units or Acreage is being transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- E. Nonresidential Use Parcels Rezoned to Residential Use Parcels. If a Nonresidential Use Parcel is rezoned to a Residential Use Parcel, Single-Family Parcels created by the rezone will be assigned a Maximum Annual Special Tax of \$322 per Unit in the Base Year, and as increased by the Tax Escalation Factor. Multifamily residential Units will be assigned a Maximum Annual Special Tax of \$228 per Unit in the Base Year, and as increased by the Tax Escalation Factor. Affordable Units located within these rezoned Residential Use Parcels will be assigned a Maximum Annual Special Tax equal to 50-percent of Market-Rate Unit Maximum Annual Special Tax per Unit.
- F. 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 Special Tax. The Maximum Annual Special Tax for such a Parcel will be assigned according to the provisions of **Section 4.A** and **4.B**.

- G. Taxable Parcel Acquired by a Public Agency. A Taxable Parcel acquired by a public agency shall be reclassified as a Tax-Exempt Parcels and is no longer subject to the Special Tax levy.
- H. Maintenance of Parcel Records. The Administrator will maintain a development status for each Parcel within the CFD as Parcels are Subdivided and developed. The record will contain the number of Units and Nonresidential Use Acreage (by Tax Category) and the assigned Maximum Annual Special Tax for such Parcels. Such records will be used to assign the annual Special Tax levy for Taxable Parcels.

5. Assignment of the Maximum Annual Special Tax

- A. Classification of Parcels. By June 30 of each Fiscal Year, using the Definitions in **Section 2**, 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, Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- B. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual 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**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Section 5**. The Administrator will then determine the tax levy for each Taxable Parcel using the following process:

- A. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
 - Step 3: If the Annual Costs are lower than the amount calculated in *Step 1*, decrease proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
 - Step 4: If the Annual Costs are greater than the amount calculated in *Step 1*, increase proportionately the Maximum Annual Special Tax levy for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.

- Step 5: If the Annual Costs are greater than the amount calculated in *Step 1* and *Step 4*, increase proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
- Step 6: If the Annual Costs are greater than the amount calculated in *Step 1*, *Step 4*, and *Step 5*, increase proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
- Step 7: If the Annual Costs are greater than the amount calculated in *Step 1*, *Step 4*, *Step 5*, and *Step 6*, increase proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel in Zone 1 (Phase 1) until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels in Zone 1 (Phase 1), if needed to fund Annual Costs.
- Step 8: If the Annual Costs are greater than the amount calculated in *Step 1*, *Step 4*, *Step 5*, *Step 6*, and *Step 7*, increase proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel in Zone 2 (Phase 2) until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels in Zone 2 (Phase 2), if needed to fund Annual Costs.
- Step 9: If the Annual Costs are greater than the amount calculated in *Step 1*, *Step 4*, *Step 5*, *Step 6*, *Step 7*, and *Step 8*, increase proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel in Zone 3 (Phase 3) until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels in Zone 3 (Phase 3), if needed to fund Annual Costs.

- C. Levy on each Taxable Parcel the amount calculated above.
- D. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 9**, 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 not be sent later than the date required by the Auditor for such inclusion.

The Administrator will make every effort to correctly calculate the Special Tax for each Parcel. It will be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

7. Interpretation, Application and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax. The Administrator will then promptly review the appeal, and if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a refund will be granted.

Interpretations may be made by Resolution 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 Administrator may make minor, non-substantive administrative and technical changes to the provisions of this Exhibit that do not materially affect the rate, method of apportionment, and manner of collection of the Special Tax for purposes of the administrative efficiency or convenience or to comply with new applicable federal, state or local law.

8. Prepayment of the Special Tax Obligation

The Special Tax for a Taxable Parcel may not be prepaid. The Special Tax is collected to fund Authorized Services in perpetuity, or until the Council determines that the Special Tax should no longer be collected.

9. 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, that 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
Westbrook CFD No. 2 (Services)
Large Lot Maximum Annual Special Tax in the Base Year

Large Lot Parcel	Tax Category	Acres	No. of Units	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax [1]
Zone 1 (Phase 1)					
WB-5A	LDR	11.7	71	\$322	\$22,862
WB-5B	LDR	18.8	86	\$322	\$27,692
WB-6	LDR	21.6	103	\$322	\$33,166
WB-7A	LDR	11.9	62	\$322	\$19,964
WB-7B	LDR	13.2	72	\$322	\$23,184
WB-24	MDR	7.5	53	\$322	\$17,066
WB-25	MDR	14.3	100	\$322	\$32,200
WB-51	Tax-Exempt	4.4	0	\$0	\$0
WB-61	Tax-Exempt	0.3	0	\$0	\$0
Zone 1 (Phase 1) Totals		103.7	547		\$176,134
Zone 2 (Phase 2)					
WB-1A	LDR	22.5	87	\$355	\$30,885
WB-1B	LDR	14.2	87	\$355	\$30,885
WB-1C	LDR	14.8	85	\$355	\$30,175
WB-2A	LDR	11.4	66	\$355	\$23,430
WB-2B	LDR	6.9	35	\$355	\$12,425
WB-3A	LDR	11.6	66	\$355	\$23,430
WB-3B	LDR	10.2	67	\$355	\$23,785
WB-4	LDR	16.0	89	\$355	\$31,595
WB-23	MDR	7.2	59	\$355	\$20,945
WB-42 [2]	Nonresidential	14.5	0	\$1,347	\$19,532
WB-50	Tax-Exempt	8.7	0	\$0	\$0
WB-60	Tax-Exempt	10.0	0	\$0	\$0
WB-62	Tax-Exempt	0.8	0	\$0	\$0
Zone 2 (Phase 2) Totals		148.8	641		\$247,087
Zone 3 (Phase 3)					
WB-20	MDR	10.0	80	\$355	\$28,400
WB-21	MDR	10.0	80	\$355	\$28,400
WB-22	MDR	7.4	61	\$355	\$21,655
WB-30 [3]	HDR - Affordable-Low	5.6	169	\$126	\$21,294
WB-30 [3]	HDR - Affordable-Very Low	2.3	68	\$0	\$0
WB-31	HDR	11.1	255	\$252	\$64,260
WB-32 [3]	HDR - Affordable-Low	3.7	92	\$126	\$11,592
WB-32 [3]	HDR - Affordable-Very Low	1.4	36	\$0	\$0
WB-41 [2]	Nonresidential	10.0	0	\$1,347	\$13,470
WB-52	Tax-Exempt	1.5	0	\$0	\$0
WB-80	Tax-Exempt	36.6	0	\$0	\$0
Zone 3 (Phase 3) Totals		99.6	841		\$189,071
CFD Totals		352.1	2,029		\$612,292

"att1"

Source: Westpark; EPS.

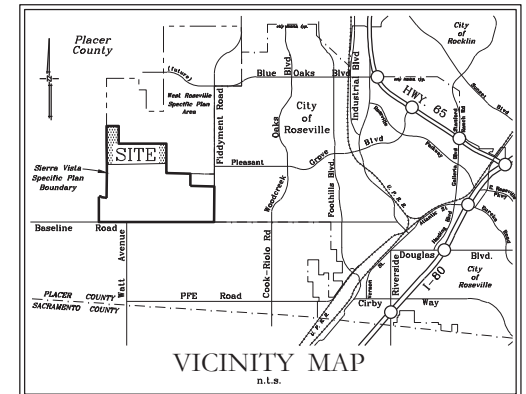
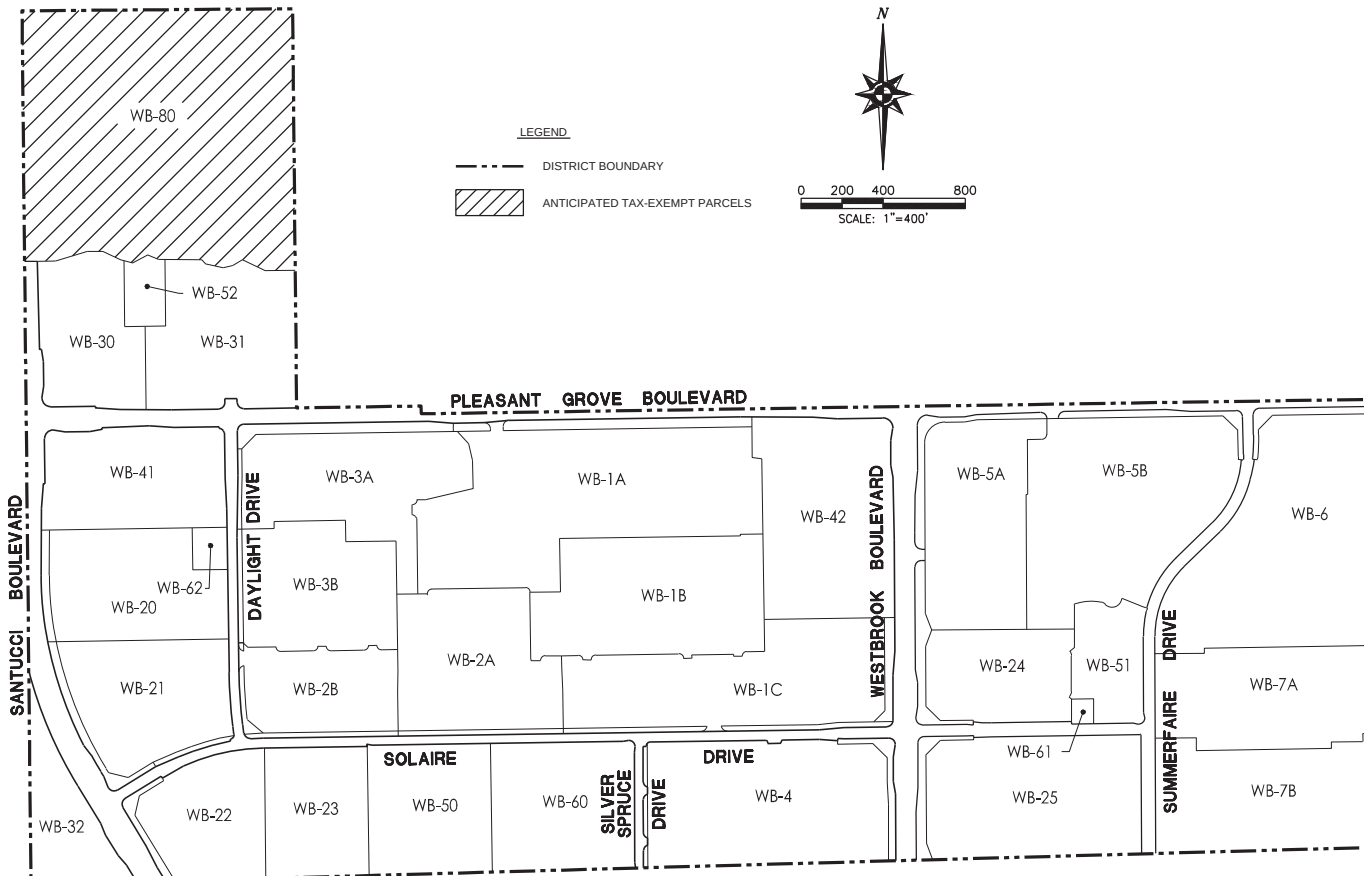
[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in **Section 2** of this RMA.

[2] This parcel is taxed per acre.

[3] WB-30 and WB-32 are updated based on transfer of 162 affordable units from Westpark to Westbrook.

BOUNDARY MAP
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING PORTIONS OF SECTIONS 26 & 27, 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 THIS ____ DAY OF ____ 2014.

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 WESTBROOK COMMUNITY FACILITIES DISTRICT NO. ____, 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 ____ 2014 BY IT'S RESOLUTION NO. ____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF ____, 2014, AT THE HOUR OF ____ O'CLOCK __ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
JIM MCCAULEY
COUNTY RECORDER
COUNTY OF PLACER

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1022 Europa Road, Suite 100, Roseville, CA 95661 (916) 775-1189

MARCH 2016
SHEET 1 OF 1